

# General Terms and Conditions

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## Article 1. Definitions

The following definitions are written with a first capital letter and have the following meaning:

1. **Account details** The personal details provided by the Customer for the purposes of placing an order and in doing so generating an account, which in any event includes: name and address details, email addresses and any linked credit card or debit details. This also includes other identifying data, such as IP addresses.
2. **GDPR** The General Data Protection Regulation. Where a reference is made in the Agreement and/or the Terms and Conditions to provisions from the GDPR, this refers to the corresponding provisions from the Personal Data Protection Act.
3. **Order form** Electronic document ("shopping cart") that is made available on the Website and/or is integrated in the control panel which includes a further description of the Service or the Product and/or whereby the Customer makes an offer for the delivery of a Service or Product.
4. **Control panel** The online control panel used by PCExtreme with the aid of which the Customer can manage the Services delivered by PCExtreme and his personal details.
5. **Financial details** The relevant (personal) details of the Customer that the Customer has provided and that are in any event necessary for the drawing up of invoicing.
- 6.

**Customer** Any natural person or legal entity with whom/which PCextreme has or entered into an Agreement or intends to do so.

7. **Quote** An offer of a Product or Service to be made by PCextreme specifically for the Customer, based on the information provided by the Customer to PC extreme for the purposes of making the Customer an offer.

8. **Maintenance** The taking of measures focused on the maintaining of the delivery of Products and Services, such as, but not limited to, the carrying out of updates, the expansion of capacity, the repairing of inaccuracies, the resolving of security leaks, the ensuring of the safety of the Systems, the changing of the configuration settings, the replacing, renewing, physically moving, physically cleaning or physically returning of (parts of) Systems, the placing of new hardware, the introducing of improvements to ensure that the availability of the Systems is as high as possible and activities to physical racks, cables and switches. If the management of software also forms part of the agreement that PCextreme enters or has entered into with the Customer, then the Maintenance and the taking of measures for the maintaining of software explicitly referred to in that particular agreement, which includes keeping the software up to date.

9. **Agreement** The package of mutual rights and obligations that results from the acceptance by PCextreme of either (1.3) the Order form sent by the Customer to PCextreme for the delivery of one or more Products or Services of PCextreme and that has been confirmed by PCextreme in writing or by email and of which the Terms and Conditions form part or (1.7) the Quote signed by the Customer and returned to PCextreme, the receipt of which has been confirmed in writing or by email by PCextreme, whereby the Terms and Conditions form an integral part of the Quote.

10. **Force majeure** A force majeure is defined as each shortcoming that cannot be attributed to PCextreme, as it cannot be considered its fault, also pursuant to the law, legal act or the generally prevailing opinion, such as causes from outside

PCextreme that were not reasonably foreseeable and as a result of which PCextreme is unable to comply with its obligations towards the Customer (on time), including but not limited to faults in the internet connections, telecommunications faults, hardware, software or network faults or faults resulting from the unlawful acts of third parties.

11. **Parties** The Customer and PCextreme jointly.
12. **PCextreme** The private limited liability company PCextreme B.V., registered in the Trade Register of the Chamber of Commerce in Middelburg under number 22053851.
13. **Products and Services** The products and services provided by PCextreme including, but not limited to webhosting, cloud services, rental of colocation space, registration and rental of domain names and all other additional and supporting products and services listed on the website of PCextreme.
14. **Systems** The computer system to which the agreement entered into by PCextreme and the Customer relates; this computer system is also referred to by PCextreme as "platform", "configuration", "server", or "service".
15. **Terms and Conditions** All of the provisions included in these general Terms and Conditions.
16. **Website** The website of PCextreme: [www.pcextreme.nl](http://www.pcextreme.nl) and related sub-sites. The contact details (address, email address) of PCextreme can be found on this website.

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## Article 2. Applicability

1. The Terms and Conditions apply to all Agreements and all legal (acts) between PCextreme and the Customer, also when those (legal) acts do not result in or are

not related to an Agreement.

2. If any provision of these Terms and Conditions are cancelled or nullified, this does not affect the validity of the other provisions.
3. In the event of the nullification of any provision of the Terms and Conditions PCextreme will determine a replacement provision the intent of which will be as close to the intent of the nullified provision.
4. The applicability of other Terms and Conditions is explicitly excluded.
5. In the event of a conflict between the Agreement and the Terms and Conditions, the Terms and Conditions prevail over the Agreement.
6. PCextreme is authorized to change these Terms and Conditions at all times. By notifying these changes to the Customer, the new Terms and Conditions take the place of the Terms and Conditions. Changes are notified in writing, by email or under 'News' via the Control panel to the Customer and will take effect one month after the date of that notification unless the notification states otherwise. If the Customer does not send a substantiated objection against the change in the Terms and Conditions within one month of the notification, the Customer is deemed to have accepted the change. If the Customer does not send a substantiated objection against the change in the Terms and Conditions within one month of the notification, then this is grounds for a termination of the Agreement by the Customer.
7. PCextreme ensures that the Terms and Conditions are made available before or upon concluding the Agreement to the Customer (electronically downloadable). The Terms and Conditions can also be consulted on the Website before completing the Order form. The Customer is solely responsible for the saving and printing of the Terms and Conditions and the Agreement and the accessibility of the saved version. PCextreme is not obligated to keep any archived Agreement

available for the Customer.

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### **Article 3. Communication**

1. Each communication between PCextreme and the Customer is done by post, fax, and email or electronically via the Control panel, except insofar as this is deviated from in the Terms and Conditions and/or the Agreement. The version saved by PCextreme with regard to the communications is proof thereof, except proven otherwise by the Customer.
2. Electronic communication is regarded as being received on the date it was sent, unless the addressee can prove otherwise. If the communication has not been received as a result of delivery and/or accessibility problems of the Customer's email inbox, then this is always at the Customer's risk. Nor is PCextreme liable for the consequences of incorrect information provided by the Customer.
3. PCextreme is not liable for damage resulting from the incorrect understanding, defects, or the incorrect impression and/or delays in the Order form or any other means of electronic communication between PCextreme and the Customer.
4. If an Agreement is entered into with an underage Customer, PCextreme may assume that the Customer is acting with the permission of his legal guardian, insofar it doesn't involve a legal act which is considered usual for under age persons of his age to perform independently in light of generally prevailing opinions.

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### **Article 4. Quotes**

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All Quotes of PCextreme are only invitations for the making of an offer by the Customer. The acceptance of Quotes or similar notifications, whether or not specified as such, do not comply PCextreme to conclude an Agreement with the (potential) Customer.

2. Quotes of PCextreme are valid for a 14-day period, unless the Quote explicitly states otherwise or if the Quote is withdrawn in writing.
3. PCextreme can withdraw each Quote. If PCextreme has not accepted the offer yet, the withdrawal can take place at any time.

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## **Article 5. Concluding the agreement**

1. The Agreement is concluded once the following conditions have been complied with:

- The Customer has completed the Order form and notified it to PCextreme;
- The Customer has confirmed on the Order form to have received the Terms and Conditions, to be aware of and accept the content of the Terms and Conditions; and
- PCextreme has received and accepted the Order form. PCextreme retains the right not to accept an Order form. The acceptance by PCextreme of an Order form ("offer") is in any event shown by the fact that the Product and/or Service is provided.

OR

- The Customer has accepted a Quote and the Terms and Conditions of PCextreme; and
- The Customer has signed the Quote, has indicated to have received the Terms and Conditions, to be aware of and accept the content of the Terms and Conditions; and
- The Customer has returned the Quote to PCextreme; and
- PCextreme has received and accepted the Quote. The acceptance by PCextreme of a Quote ("offer") is in any event shown by the fact that the Product and/or Service is provided.

2. Additions and changes of the Agreement can only be made in writing or by email.
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## **Article 6. Duration and termination of the Agreement**

1. The Agreement is entered into for a period of 12 months unless otherwise is agreed in writing or by email.
2. The Agreement cannot be terminated intermediately unless otherwise is agreed in writing or by email.
3. The Agreement is always automatically extended after the lapsing of the agreed period by the period for which it was initially entered into, unless otherwise is agreed in writing or by email.
4. Both Parties can terminate the Agreement towards the end of an agreed or automatically extended period by way of a registered letter or electronically via the Control Panel with due observance of a notice period of at least one month, unless otherwise is agreed in writing or by email. The notice period commences the day following the date on which the termination letter has been received by PCextreme. When giving notice by registered mail, the Customer must include his personal details.
5. PCextreme is authorized to transfer its contractual position (contract transfer within the meaning of article 6:159 Dutch Civil Code) to a third party and will inform the Customer thereof. If this transfer is not reasonably acceptable to the Customer, the Customer has the right to terminate the Agreement in writing by way of a registered letter or electronically via the Control panel within five days after having received the above-mentioned notification. The Customer is not authorized to transfer his contractual position or rights or obligations resulting from an Agreement to third parties without prior written or electronic (by email) permission of PCextreme.

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## **Article 7. Delivery and delivery period**

1. The Products and Services are provided once the Agreement is concluded and upon PCextreme's receipt of all the details and documents it has requested and which are necessary for a correct performance of the Agreement. The Products and Services are provided as soon as possible after having concluded the Agreement or at an explicitly agreed later moment. PCextreme is authorized to commence the performance immediately having concluded an Agreement.
2. An agreed delivery time is purely indicative and can never be regarded as a deadline. PCextreme will inform the Customer if the agreed delivery time is exceeded or if the agreed delivery time threatens to be exceeded.
3. If the exceeding of an agreed delivery time is caused by a Force majeure, the agreed delivery time is extended by the duration of the Force Majeure. In the event of a Force majeure, PCextreme is, notwithstanding suspension, authorized to terminate the Agreement in full or in part, without being obliged to pay damages.

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## **Article 8. Prices**

1. All prices communicated on the website of PCextreme or other prices listed or otherwise communicated by PCextreme are in Euro, excluding VAT and other government levies and/or retributions, unless otherwise is specifically stated.
2. PCextreme retains the right to change the prices intermediately. PCextreme will notify the Customer thereof at least one month prior to the month in which the changed prices will take effect in writing, by email or electronically via the Control panel. If the Customer does not accept a price change, the Customer is authorized to dissolve the Agreement within fourteen days after the date of the notification stated in this article to which the price change relates, in writing by way of registered letter or electronically via the Control Panel towards the date on which the changed price take effect.

3. PCextreme retains the right to increase the prices once a year without prior notification by a percentage equal to the increased consumer price index as established by Statistics Netherlands for the year prior to the year in which the prices were increased. The increase of the prices within the meaning of this article do not authorize the Customer to subsequently terminate the Agreement.
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## **Article 9. Payment conditions**

1. The payment obligation of the Customer commences the date on which the Agreement is concluded.
2. The Customer must pay each invoiced amount to PCextreme within fourteen days after the date of invoice in the manner specified by PCextreme, unless the invoice states a deviating payment period.
3. Objections against the height of the invoiced amount or the Services or Products provided do not suspend the payment obligation.
4. PCextreme is authorized to send the Customer its invoices by email or electronically via the Control panel. If the Customer wishes to receive an invoice by post, then PCextreme retains the right to invoice the additional costs thereof to the Customer, whereby the additional costs would amount to EUR 2.50 per invoice.
5. If the Customer pays too late, the Customer is legally in default and PCextreme has the right: (9.1) without requiring a notice of default or notification, to invoice the statutory interest on the full amount due as of the date on which the payment should have taken place up to the date on which the amount due has been received by PCextreme; and (9.2) to transfer the debt collection to a third party after sending the notice of default. The Customer will pay all costs PCextreme must make in order to collect the amount due, including any costs of

legal assistance, costs for legal proceedings and extra-judicial costs, the latter by a minimum of 10% of the amount claimed whereby a minimum of EUR 125 applies. A notice of default may be sent electronically if the Customer has opted for an electronic payment or if payment was made after receipt of an electronically sent invoice.

6. If the Customer fails to pay the invoiced amount within the agreed period, PCextreme will send the Customer, who is already in default, a payment reminder. PCextreme will send the payment reminder in the same manner as the invoice. In the event of a late payment of an invoice sent by post, PCextreme is authorized to send no more than three payment reminders by post to the Customer, the costs thereof are determined at EUR 2.50 per reminder and which will be payable of the Customer. If PCextreme passes the debt collection claim on, the extra-judicial debt collection costs, with a minimum of EUR 40 as described in the Standardization Extrajudicial Debt Collection Costs Act, is fully payable by the Customer.
7. If the Customer fails to pay an invoiced amount within the agreed period, PCextreme is authorized - without being liable for damage in any way - to suspend the compliance of its obligations until the Customer has fully complied with all his obligations towards PCextreme. The above-mentioned suspension of the obligations can include the temporary termination of the Products and Services or making it impossible to use the Services.
8. The suspension of the providing of the Products and Services continues until all the outstanding invoices have been paid and the payments have been received by PCextreme. The re-connection costs which are determined at EUR 10 will be invoiced to the Customer. An emergency re-connection can take place if the Customer requests PCextreme this by email or electronically via the Control panel, accompanied by a proof of payment (including interest, debt collection costs and re-connection costs). The re-connection costs for an emergency re-connection amount to EUR 50.

9. All the Products and Services provided to the Customer remain the property of PCextreme until the Customer has paid PCextreme the amounts due including any payable interest and debt collection costs.
10. Incoming payments are used to settle the oldest outstanding invoices, including interest and costs.

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## **Article 10. Dissolution**

1. PCextreme is authorized, without being obliged to pay any damages in this respect, to fully or partly dissolve or suspend the Agreement, effective immediately and without requiring legal intervention, by way of registered letter or by email, notwithstanding PCextreme's right to demand compliance instead of dissolution or suspension and notwithstanding its right to payment of damages, if:
  - the bankruptcy of the Customer is requested or the Customer is declared bankrupt;
  - the Customer has requested or obtained applicability of the Debt Repayment (Natural Persons) Act or (provisional) suspension of payment;
  - a substantial part of the Customer's assets are seized or if the Customer loses his free control of his assets in any other way;
  - the Customer fails to comply with the Agreement and this failure has not been resolved within 14 days after the date the notice of default is sent;
  - after concluding the Agreement PCextreme has learned that the circumstances provide good grounds to fear that the Customer will not meet its obligations under the Agreement;
  - the Customer spreads information and that information and/or the spreading thereof is unlawful on the basis of national or international legislation and/or other regulations, is discriminatory in terms of appearance, race, religion, gender, culture, origin or is otherwise offensive and/or is in violation of the generally accepted standards and values, including, but not limited to, criminal data traffic, offensive communication, the spreading of spam, including the unwanted sending of great quantities of emails with the same content, to gain access or attempt thereto into computer systems to which he has not authorized access (hacking), violating copyright

protected work or to otherwise violate the intellectual property rights of third parties, the spreading of child pornography or to incite a riot, as determined at PCextreme's discretion, this also explicitly includes the hours spent by PCextreme in this respect at a rate of EUR 80 per hour, which will be recharged to the Customer and the costs of advisors and experts engaged by PCextreme are directly payable by the Customer;

- The Customer has provided PCextreme false or incorrect personal details and/or has failed to inform PCextreme of any changes in the personal details;
- The Customer has entered into or extended the Agreement under false pretenses;
- The Customer has failed to provide PCextreme that information of which the Customer knew or should reasonably have known that the presence of that information was necessary for PCextreme for PCextreme's compliance of the obligations towards the Customer.

2. The right of suspension as described in the Terms and Conditions mean that PCextreme is authorized to exclude a part of its Services (temporarily) and/or limit its use. PCextreme will inform the Customer thereof beforehand unless this cannot be reasonably expected of PCextreme. The obligation to pay the amounts due under the Agreement remains applicable in force during the taking out of use. The Customer is also obliged to pay the remainder of the agreed minimum duration of the Agreement.

3. If the Customer is a consumer (a natural person not acting in the performance of a profession or on behalf of a company) and the Agreement involves the delivery of a Product, then the Customer has the right to dissolve the Agreement in writing or by email within fourteen days after having received the Product, without specifying the reason. The Customer must then return the received Product as soon as possible, but no later than within fourteen days after dissolution in the same condition in which it was delivered, i.e. unused, undamaged and (if possible) in the original packaging including the accompanying documentation, guarantee certificates, accessories and packaging materials, including the original delivery note or other valid proof of purchase, to PCextreme. The returning of the delivered Product is for the full account and risk of the Customer. PCextreme therefore advises the Customer to only return the

delivered Products by registered and insured mail.

4. If the Customer is a consumer (a natural person not acting in the performance of a profession or on behalf of a company) and the Agreement relates to the providing of a Service, the 14-day period commences on the day the Agreement is concluded. The Customer is not entitled to dissolve the Agreement within the above-mentioned 14-day period if the providing of the Service has commenced with the Customer's consent within the period of 14 days after having concluded the Agreement, PC Extreme performs the Service in once and/or if PCextreme has already started to perform the Agreement.
5. The right to dissolution stated in article 10.3 does not arise if the Product has been realized in accordance with the specifications provided by the Customer and/or if the Product is clearly personal of nature and/or it involves a tailor-made Product.
6. If PCextreme dissolves or suspends the Agreement on the basis of this article, each claim PCextreme has on the Customer becomes immediately payable.

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## **Article 11. Obligations of PCextreme**

1. PCextreme must do its utmost to comply with its obligations under the Agreement. However, it cannot guarantee that the Customer will always have unobstructed access to the Services exploited by PCextreme. Furthermore, no guarantee is given that the Customer is safeguarded against the loss, exchange or damage of data.
2. Unless any legal obligation or court order obliges PCextreme to do so, PCextreme will refrain from becoming aware of the content of personal emails and/or files sent to or by the Customer and refrain from making it available to third parties.
3. PCextreme will do its utmost to sufficiently maintain all the Systems and other

goods needed for the performance of its obligations (including innovations and renewal). The Customer will be informed of Maintenance to be carried out unless that cannot be demanded from PCextreme due to the necessity and/or emergency of the Maintenance. PCextreme will do its utmost to have this Maintenance take place at times at which it is likely not to cause the Customer too much nuisance. However PCextreme cannot guarantee that the Customer does not experience a nuisance and/or damage. PCextreme is not liable for the consequences of Maintenance, nor for damage, including loss of income of the Customer, if Maintenance is carried out.

4. PCextreme will do its utmost to deal with the complaints of Customers to the satisfaction of the Customer. However, PCextreme is only obliged to accept complaints insofar as the complaint was notified to PCextreme by email or electronically via the Control panel within three working days after the moment on which the Customer should have found the shortcoming or the complaint and if the complaint has been described sufficiently definable and clear. PCextreme will do its utmost to deal with the complaint within two weeks after having received the complaint.
5. PCextreme is not obliged to verify or inspect the correctness of the information placed on the website of the Customer.

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## **Article 12. Obligations of the Customer**

1. The Customer must comply with his obligations under the Agreement, and must comply with the obligations which may be reasonably expected of the Customer in light of written and unwritten law.
2. The Customer must behave in accordance with what one can reasonably expect from a responsible, reasonable and careful internet user.
3. The Customer must comply with the legal provisions and guidelines. The

Customer is, in particular, obliged to refrain from violating the intellectual property rights of PCextreme and/or third parties, to unlawfully and/or criminally spread racist messages, child pornography, criminal data traffic and/or offensive messages, to gain access or to try and gain access to computer systems for which it is not authorized to access other computers on the internet without permission (hacking), to send spam, including the unwanted sending of large quantities of emails with the same content.

4. The Customer must act in such a manner that the other Customers and/or other internet users are not hindered and/or suffer damage.
5. The Customer is always responsible for the use and the content of the Products and Services purchased by the Customer and must ensure that the data regarding and on his account are sufficiently secured and/or a back-up is made of the data, unless the parties have agreed otherwise in writing or by email. PCextreme makes system backups for its own use, as stated on the Website, though the Customer cannot derive any right from the backups, nor from the fact that the backups are made.
6. The Customer indemnifies PCextreme for claims of third parties if the Customer violates the obligations under the Agreement and these Terms and Conditions.
7. If any changes are made in the personal details of the Customer, which will in any event include the Account details and the Financial details, or if the contact person changes of the Customer acting in the performance of a profession of a company, then the Customer must notify this to PCextreme as soon as possible in the manner prescribed on the Website.
8. The Customer is responsible for the use of the login details provided by PCextreme to the Customer. PCextreme is not liable for abuse or loss of the login details and can trust that the Customer is the person logging in with the login details provided to the Customer. PCextreme therefore advises the Customer to

regularly change the login details.

9. The Customer must regularly view the Website - PCextreme advises the Customer to do this weekly - as the communication between the Customer and PCextreme often runs via the Website. If the messages sent by PCextreme are missed by the Customer because he doesn't visit the Website at least once a week, then this is fully for the account and risk of the Customer.

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## **Article 13. Liability**

1. In the event of an attributable shortcoming in the compliance of the Agreement resulting in damage being suffered by the Customer, or any other basis, then the liability of PCextreme per event (whereby a series of linked events re regarded as one event) is limited to the invoiced value of the Agreement from which the liability results, whereby a maximum of EUR 5,000 applies. Each liability of PCextreme for any other form of damage is excluding, including additional payment of damages in any way, payments of direct and indirect damage or consequential damage or damage resulting from loss of turnover or profit, loss of data or immaterial damage, unless this is caused due to the intentional or deliberate recklessness of PCextreme's management.
2. PCextreme is not liable for damage resulting from the abuse by third parties of data that PCextreme saves and/or processes as part of its compliance to the Agreement. Nor is PCextreme liable for damage arising from the sending or receiving of information and/or the availability of information on a website.
3. The Customer indemnifies PCextreme against all claims of payment of damages with regard to damage caused in any way as a result of the unlawful or inappropriate use of the Products and Services of PCextreme provided to the Customer.
4. The Customer indemnifies PCextreme against all claims of supervisors, including

the Personal Data Authority, and/or parties whose personal details are processed by PCextreme as part of the performance of the Agreement unless the Customer proves that the facts underlying the claim are attributable to PCextreme.

5. PCextreme is not responsible or liable for the content of the website of the Customer.
6. A condition for the arising of any entitlement to payment of damages is always that the Customer reports the damage to PCextreme as soon as possible, but no later than within one month after the damage has arisen. Damage notified to PCextreme outside that period is not eligible for payment unless the Customer can provide a substantive reason as to why he was unable to report the damage earlier.

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## **Article 14. Force Majeure**

1. In the event of a Force Majeure, PCextreme will immediately notify the Customer by email or via the Website, thereby specifying the cause, the nature, the expected duration of the Force majeure and the provisions of the Agreement that will not be complied with as a result thereof.
  2. In the event of a Force majeure PCextreme is authorized to suspend the performance of the Services during the Force Majeure or to terminate the Agreement in full or in part without being liable to payment of damages.
  3. Shortcomings in the performance of an Agreement in the event of a Force majeure cannot be attributed to PCextreme and do not entitle the Customer to dissolve or suspend the Agreement or a payment of damages.
  4. No repayment is made of any sums paid by the Customer in advance.
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## **Article 15. Intellectual Property rights**

1. All that published on the website of PCextreme forms part of PCextreme's intellectual property right. Nothing may be multiplied, saved or made public without the written prior permission of PCextreme.
2. The Intellectual Property rights on all Products and Services PCextreme makes available as part of the Agreement will continue to be held by PCextreme or by a third party from which PCextreme obtained the right to make (part of) these Products and/or Services available to the Customer.

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## **Article 16. Changes and additions**

1. Changes of and additions to any provisions in the Agreement are only valid if they are agreed in writing, by email or electronically via the Control panel and can only be proven in this way.

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## **Article 17. Privacy**

1. It is possible that PCextreme processes personal data within the meaning of Article 4 (1) of the General Data Protection Act for the Customer during the performance of the Agreement. PCextreme is in that case is regarded as a processor within the meaning of Article 4 (8) of the GDPR. The Customer is regarded as a party responsible for processing within the meaning of Article 4 (7) of the GDPR.
2. PCextreme will not process the personal data for any other purpose other than those agreed in the Agreement. The Customer will inform the PCextreme in writing of the processing purposes insofar as these have not already been listed in the Agreement. PCextreme is only responsible for the processing of the Personal data under this Agreement in accordance with the instructions of the Customer and subject to the explicit (ultimate) responsibility of the Customer. PCextreme is not responsible for other processing of personal data, including,

but not limited to, the collection of personal data by the Customer, processing for purposes not reported by the Customer to PCextreme, processing by third parties and/or for other purposes. The Customer is solely responsible for this processing.

3. PCextreme has no control on the purpose and how the personal data is processed that PCextreme processes upon assignment of the Customer. PCextreme will not take independent decisions on the receipt and the use of the personal data, the providing to third parties and the duration of the storage of personal data unless a legal obligation objects to this.
4. The Customer guarantees that the content, the use and the assignment for the processing of personal data within the meaning of the Agreement is not unlawful and does not violate any right of third parties.
5. With regard to the processing referred to in Article 17.1, PCextreme will ensure that the Terms and Conditions are complied with that are made on the basis of the GDPR to the processing of personal data by PCextreme as processor.
6. PCextreme will inform the Customer on its request thereto and within a reasonable period about the measures it has taken with regard to its obligations under articles 17 and 18.
7. The Customer is responsible for the compliance with the measures agreed by the Parties with regard to the processing of the personal data as detailed in Articles 17 and 18.
8. The obligations of PCextreme resulting from Articles 17 and 18 also apply to those that process that personal data under the authority of PCextreme.
9. The processing of personal data by PCextreme will never involve the databases of PCextreme being enriched by the data obtained from the data sets of the

Customer unless it involves the data in an aggregated and non-traceable form. In that case PCextreme is permitted to use this data for its own other purposes.

10. PCextreme can process the personal data in countries inside the European Union. The Customer also gives PCextreme permission for the processing of personal data in countries outside the European Union provided the requirements with regard to the forwarding to third countries, as stated in the GDPR, has been complied with.
11. The Customer gives PCextreme permission to use a subcontractor for the processing of personal data in the framework of the Agreement, with due observance of the applicable privacy legislation. PCextreme will always inform the Customer, if requested, of the subcontractors engaged by PCextreme for the performance of the Agreement. PCextreme will inform the Customer when a change is going to take place at the subcontractors whose services PCextreme engages. The Customer then has the right to file a written and substantiation object against the relevant change within two weeks of PCextreme's notification. If the Customer fails to object to the change within this period, the Customer expresses its permission for the change. Permission will not be refused on unreasonable grounds.
12. If a person involved sends PCextreme a request to exercise his/her legal right, then PCextreme will forward the request to the Customer and will inform person involved thereof. The Customer will then deal with the request independently.
13. If the Agreement ends, as detailed in Article 6, PCextreme will immediately destroy the personal data (17.1) it had received, unless the Parties agree otherwise or if it not permitted due to a legal obligation.

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## **Article 18. Security and audits**

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This article covers the processing referred to in Article 17.1.

2. PCextreme endeavors to take suitable technical and organizational measures to secure the personal data against loss or against any form of unlawful use by third parties.

3. PCextreme has taken the following security measures:

- logical access control with the use of strong passwords;
- use is made of hashing in the storage and processing of passwords;
- organizational measures for access security;
- keeping the Systems up-to-date;
- a ban for employees of PCextreme to process the data of the Customer on their own devices;
- security of network connections via Secure Socket Layer/Secure Shell (SSL/SSH) technology.

4. The Customer will only provide personal data to PCextreme for processing if it has ensured that the required security measures have been taken.

5. In the event of a data leak, i.e. a violation of the security that inadvertently or unlawfully leads to the destruction, loss, change or the unlawful providing of the unauthorized access to the forward, stored or otherwise processed data within the meaning of Article 4 (12) of the GDPR, PCextreme will do its utmost to inform the Customer about it immediately on the basis of which the Customer determines whether he will inform the supervisory authorities and/or the persons involved. The notification obligation only applies if the leak has indeed taken place.

6.

The Customer will ensure that any (legal) notification obligations are complied with. If so required by law and/or regulations PCextreme will cooperate with the informing of the relevant authorities and any persons involved.

7. The Customer has the right to have an audit performed by an independent ICT expert who must maintain confidentiality, to inspect the compliance with all the points from Article 17 and 18. This audit only takes place after the Customer has requested PCextreme whether similar audit reports are present and if this is the case, has requested and assessed the similar audit reports present at PCextreme and introduces reasonable arguments that still justify the audit initiated by the Customer. Such an audit is justified when the similar audit reports already present at PCextreme do not provide (sufficient) information on whether PCextreme complies with Articles 17 and 18. The audit initiated by the Customer takes place two weeks after prior notification by the Customer and will take place no more than once a year.
  8. PCextreme will cooperate with the audit and provide all the information reasonably required for the audit, including supporting data such as system logs as soon as possible and within a reasonable period, whereby a period of no more than two weeks is deemed reasonable unless this is not possible due to an emergency interest. The Customer will ensure that the audit affects PCextreme's other business operations as little as possible
  9. The findings of the performed audit will be discussed by the Parties in consultation, after which they will either be introduced or not by one of the Parties or by both Parties jointly.
  10. The reasonable costs for the audit are paid by the Customer in the understanding that the costs for the hiring of independent ICT-expert and the costs PCextreme incurs for the cooperation to the audit will always be paid by the Customer.
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## **Article 19. Use of personal details of the Customer**

1. The Customer agrees that his personal details which he makes available to PCextreme, with due observance of the applicable legal regulations, are processed for market research and direct marketing purposes for the Services of PCextreme, even if these Services do not form part of an Agreement. If the Customer objects to the processing of his personal details or wishes to withdraw permission given earlier, then the Customer must inform PCextreme of this in writing or by email.
2. The Customer can view the personal data PCextreme has collected on him and have it corrected. The Customer has the right to ask PCextreme to remove or screen off any relevant data of the Customer, unless this is not permitted due to a legal obligation. PCextreme will decide on this request within four weeks after having weighed the interest involved of PCextreme and the privacy interest of the Customer and will, in the event of a decision for screen or removal, inform the Customer to which extent the use the Customer makes of Products and/or Services will be limited or hindered.
3. The Customer is aware that PCextreme processes the personal data of the Customer including the data on the activities of the Customer on the Website, such as the pages visited, the time spent on the various parts of the Website, the internet address of the website the Customer comes from and the Products or Services ordered by the Customer. PCextreme will save this data in a data base that is used for the performance of the Agreement, including measures to improve the services provided to the Customer and the making available of information or offers to the Customer.
- 4.

The Customer can always request to see the data saved about him in PCextreme's database. This data can be accessed, free of charge, via the Control panel. If the Customer wishes a written overview, then PCextreme will provide this overview to the Customer within four weeks. PCextreme can charge a fee for this.

5. PCextreme will not make the personal data of the Customer available to third parties, except:

- for invoicing and debt collection activities;
- if PCextreme is obliged to do so by law;
- the Customer gives his explicit permission to provide the personal data;
- in the event of urgent and substantive reasons insofar as these do not disproportionately harm the personal life of the Customer;
- if the making available of information to third parties is logically necessary in light of the assignment provided and the performance of the Agreement.

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## **Article 20. Confidentiality**

1. Both the Customer and PCextreme must keep confidential any confidential information and correspondence they exchange and to not make them available to third parties. This confidentiality obligation does not apply insofar as the Customer has given its explicit permission to provide the information to third parties, if the providing of the information to third parties is logically necessary in light of the nature of the assignment given and the performance of this Agreement, or if a legal requirement exists to provide the information to a third party.

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## **Article 21. Disputes**

1. All the disputes by the parties, including those considered as such by just one of the Parties, are governed by Dutch law.

2. These disputes will be settled amicably to the extent possible, but if this appears not to be possible, they will be brought before the competent court in Middelburg, notwithstanding PCextreme's right to bring the matter before another competent court at PCextreme's discretion, unless the dispute must be brought before another authority on the basis of a mandatory law provision.

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## **Article 22. Filing**

1. These Terms and Conditions are filed at the clerk of the Court of the Court in Middelburg and are available on the website [www.pcextreme.nl](http://www.pcextreme.nl). A copy of the Terms and Conditions are sent upon request, free of charge.

PCextreme b.v.  
terms-conditions  
Date: 23-04-2019