

| General Terms and Conditions cloudpro.io

These General Terms and Conditions apply to every offer and/or quotation submitted by cloudpro.io and form an integral part of every agreement between cloudpro.io and you. These General Terms and Conditions set out the legal basis thereof. These General Terms and Conditions form the guiding principle. The explanations and short support texts on our websites do not form part of the Agreement. cloudpro.io is incorporated as cloudpro.io in Rotterdam and registered with the Chamber of Commerce under number 27347391. These General Terms and Conditions were last amended on January 25th, 2019.

Article 1. The Agreement

1. If you have placed an order at one of cloudpro.io's websites (the websites for which cloudpro.io is the domain name holder, such as (this list is not exhaustive) cloudpro.io and cloudpro.zone, have created an account or have agreed to a product offered by cloudpro.io, then an agreement has been formed between cloudpro.io and yourself.
2. For domain registrations, the agreement between you and cloudpro.io generally applies for a period of one (1) year, unless indicated otherwise in the order process. The agreement is renewed thereafter by tacit agreement for a period of one (1) year.
3. For SSL certificates, the agreement is concluded for a period of one (1) year, unless indicated otherwise in the order process. The agreement is not renewed thereafter by tacit agreement, but rather is terminated by operation of law.
4. For all other services, the agreement is concluded for a period of one (1) month. The agreement is extended thereafter by tacit agreement by one (1) month.
5. cloudpro.io provides its services to the best of its knowledge and ability. In providing its services and systems, cloudpro.io can offer no guarantees with respect to minimum speeds, uninterrupted operation, reliability or accessibility.
6. The delivery periods given by cloudpro.io are not strict deadlines, unless expressly stated.

Article 2. Services

1. Where reference is made in these Terms and Conditions to a service, this means a service provided by cloudpro.io to you, since you have concluded an agreement in that respect with cloudpro.io.
2. Services from third parties may also form part of the Agreement. Where this is the case, said third party services will be subject to the third party's supplementary conditions.
3. You authorise cloudpro.io to accept any such supplementary conditions on your behalf and/or to conclude a (separate) agreement for registering a domain name or for purposes of providing the service in question.
4. cloudpro.io grants you, for the duration of the agreement and subject to the conditions thereof, the non-exclusive, non-transferable and revocable right to use the service, including future updates.

Article 3. Account

1. Your account gives you access to a cloudpro.io user interface, which allows you to create sales and support tickets and efficiently communicate with us.
2. You can create an account via our websites. The account can be accessed by entering a password and a user name. You are responsible for choosing a strong password and for keeping this password secure.

Article 4. Your obligations

1. You are expected to do everything that is reasonably required and desired for a timely and proper performance of the agreement. You are required in any case to ensure that, to the best of your knowledge, all details are correct and are provided to cloudpro.io in good time. In particular, these include the details that cloudpro.io has stated are necessary, or those of which you are aware or ought to be aware that they are necessary for the performance of the service.
2. You are also personally responsible for keeping all the details in your support account up-to-date.
3. In the case of any misuse or suspected misuse of login data, you should notify cloudpro.io immediately so that we may take the appropriate corrective measures.
4. You are responsible and accept the risk in respect of all actions taken via your account.

5. Any changes in particulars or circumstances should be reported by you to cloudpro.io without delay.
6. These General Terms and Conditions apply also to legal successors. If you decide to sell on the services provided to you, you must pass on these terms and conditions to the end user of the service.

Article 5. Prices and payment

1. For business customers, all listed prices are exclusive of VAT and other duties imposed by the authorities, unless stated otherwise. All prices are subject to (apparent) programming and typing errors.
2. If it transpires that you have furnished incorrect or incomplete particulars, cloudpro.io will have the right to amend the Agreement.
3. Prices will be subject to adjustment in the interim throughout the duration of the Agreement. We will give you thirty (30) calendar days' advance notice of any proposed price change. If you disagree with the change(s), you can cancel the Agreement via our ticket system. The option of termination does not apply where the price change is due to:
 - A. inflation;
 - B. a change in the Agreement as referred to in Article 7 (5) of these General Terms and Conditions;
 - C. a price increase by our supplier(s);
 - D. an obligation imposed on cloudpro.io under the law.
4. cloudpro.io will:
 - I. invoice all non-recurring costs (including installation costs, activation costs) and supplementary services in arrears;
 - II. invoice all recurring costs monthly in advance.
5. A payment term of (14) calendar days from the invoice date applies.
6. Regarding payments:
 - I. You will be notified in the un hoped-for event that a direct debit fails. We also issue a general payment reminder where payment of an invoice remains outstanding.
 - II. If an invoice remains unpaid for a period of six weeks, it will be deemed to be overdue. We always send a warning notice in this case, receivable by you by post if you are resident in the Netherlands. Once this occurs, all debits are suspended and the invoice can only be paid either via an account transfer by you.
 - III. Where the invoice remains unpaid for a further (14) calendar days, the services not paid for will be blocked and we will send a second demand notice by email. Collection charges will be charged to you on top of the outstanding costs for the services you receive.
 - IV. If the second demand notice is not complied with, all services in your account will be blocked after a period of (14) calendar days and you will receive a final demand notice by email. Collection charges will be applied once more in this case.
 - V. If no payment is received by us after sending you this final notice, we will be obliged within seven (7) days to engage a collection agency to collect the outstanding payment in question plus statutory interest. The collection charges will be payable by you at this stage to the collection agency. In addition, the services you have paid for will no longer be extended and your complementary services will be cancelled forthwith. This means that we can no longer provide you with any new services. All further communication with regard to the outstanding payment must then be conducted with the collection agency.
7. You will not be entitled to set off or deduct any payments.

Article 6. Right of withdrawal

1. This Article is not applicable to you if you are a business customer (acting in the performance of a profession or running a business).
2. Your consumer rights entitle you to terminate the Agreement free of charge within fourteen (14) calendar days (cooling-off period) of concluding the Agreement. In that case, you must only pay the costs of using the service up to the time of the termination.
3. The right of withdrawal does not apply with respect to a domain registration or for having an SSL certificate validated, because these services were provided with your permission within the statutory cancellation period. In the order process, you expressly waive the right of termination.
4. You may terminate the Agreement within the cooling-off period by creating a ticket in our support portal, stating that you would like to cancel, or by notifying cloudpro.io in some other

unambiguous way that you wish to waive the purchase. cloudpro.io will confirm receipt of this notification if communicated digitally.

5. The right of withdrawal does not apply to agreements covering the provision of services, following performance of the Agreement, where:
 1. the performance has commenced with the express prior consent of the consumer; and
 2. the consumer has expressly waived their right of termination as soon as cloudpro.io performs the Agreement.
6. If you have already paid, in full or in part, cloudpro.io will refund this amount as soon as possible, but no later than within fourteen (14) calendar days of termination of the Agreement. cloudpro.io will process the refund in the same manner in which you paid for the order.

Article 7. Web hosting and VPS

1. The installation and maintenance of the requisite hardware is performed by cloudpro.io. If you have subscribed for web hosting or VPS, you will have no right to physical access to the server room.
2. cloudpro.io has the right to assign other hardware to you in the event that this other hardware in all reasonableness is commensurate with or better than the requirements that applied to the original hardware.
3. A shared infrastructure applies at all times. Your responsibility is to ensure that unnecessary peak loading of the services is avoided and that the services are not used by you in a manner that causes a hindrance to other customers of cloudpro.io.
4. If available, you can upgrade the capacity and storage space you use for the services via your account. cloudpro.io shall do its best to process the requested upgrade as quickly as possible. Services cannot be downgraded during the course of the agreement. However, you do have the option of terminating the Agreement and concluding a new Agreement with cloudpro.io, having due regard to the termination rules. cloudpro.io will make every effort in this case to transfer your particulars internally.
5. cloudpro.io may apply additional charges in the case of excessive use of internet traffic or data streams, or where the specified limits have been exceeded. In the event that you regularly exceed the specified limits, or if cloudpro.io deems this necessary in all reasonableness, cloudpro.io will be entitled to upgrade your subscription. cloudpro.io will notify you in this event.

Article 8. Domain names

1. cloudpro.io cannot guarantee compliance with an incoming request for a domain name. In such circumstances, cloudpro.io cannot be held liable for any ensuing loss or damage due to inability to register the domain name or the domain name request being refused. Following successful acceptance of a domain name request, cloudpro.io will send a confirmation email once the domain name has been registered.
2. Costs may be charged by cloudpro.io if a domainname is reactivated following suspension, cancellation or some other form of (temporary) termination.

Article 9. Regulatory authorities

1. The application process and procedure for assigning IP addresses is subject to rules and procedures laid down by Internet Registries such as the Réseaux IP Européens (RIPE). SSL certificates are subject to the rules and procedures of the selected Certificate Authority. Domain names are subject to the rules and procedures of the registry for the relevant extension. Once you apply for the services referred to above, you are subject to the terms and conditions of these bodies.
2. These bodies decide whether or not to grant what has been applied for. cloudpro.io merely plays an intermediary role in the application process.
3. When registering for a domain name, the General Terms and Conditions of the coordinating register or the intermediary via which we record your domain name will also be applicable to you.
4. Granted IP addresses remain under the control of cloudpro.io and cannot be taken away or transferred.
5. The SSL certificate can be withdrawn by cloudpro.io or by the relevant Certificate Authority. Withdrawal may result in the event that you provided incorrect information when applying for the SSL certificate or if the reliability of the SSL certificate is compromised. In such circumstances, you will not be compensated or provided with a replacement product.

Article 10. Backups, availability and maintenance

1. cloudpro.io will regularly make reserve copies (backups) of the data stored by you. cloudpro.io makes these backups available to you on request. Charges may be applied by cloudpro.io in such instances.
2. Backups of web hosting and VPS may be deleted by cloudpro.io fourteen (14) calendar days after the Agreement has ended. You should bear this in mind if the service is terminated, or if cloudpro.io notifies you that it intends to terminate the service.
3. cloudpro.io makes every effort both day and night to ensure that its services function optimally and are at all times available and accessible. cloudpro.io takes strict measures to ensure that the services continue to be accessible. cloudpro.io only offers guarantees in this respect where this is provided for in an agreement (SLA).
4. cloudpro.io has the right to temporarily close down the service, in part or in full, for purposes of maintenance, adjustments or improving the system or ancillary software or facilities. cloudpro.io shall make every effort to arrange for this to be done between the hours of 11.00 p.m. and 5.00 a.m. (Dutch time). cloudpro.io will endeavour to give you adequate notice in this respect. Under no circumstances will cloudpro.io be liable to pay compensation for any loss or damage ensuing from such periods of inactivity.

Article 11. Rules of conduct and notice-and-takedown

1. What you do with the service is of course your business, but it is not the intention that you (or your customer) endanger the network of cloudpro.io or transgress the law. In such cases, cloudpro.io or the courts may be obliged to close down your service, either temporarily or permanently.
2. You therefore guarantee that the services will not be used for activities that are in violation of the laws and regulations. Moreover, it is expressly prohibited to offer or distribute any material, lawful or otherwise, via the services that:
 - A. incorporates malicious content (including malware or other damaging software);
 - B. infringes on the rights of third parties (e.g. intellectual property rights), or is defamatory, libellous, offensive, discriminatory or inflammatory;
 - C. contains hyper-links, torrents or links to (the location of) material that infringes intellectual property rights;
 - D. contains any form of punishable pornography or is ostensibly intended to help others find such material;
 - E. violates the privacy of third parties, including but not limited to the distribution of the personal data of third parties without permission or necessity or repeatedly harassing third parties with unwanted communications.
3. Where cloudpro.io is of the opinion that any hindrance, damage or other impediment is impacting on the functioning of the systems or networks of cloudpro.io or third parties, such as for example the excessive distribution of emails, (D)DoS attacks, badly secured systems or other damaging software or malware activities, cloudpro.io shall have the right to take whatever action is reasonably necessary to prevent or avert such threats.
4. Where a clearly unlawful act or violation on your part is brought to the attention of cloudpro.io by a third party, cloudpro.io will bring this to your notice as quickly as possible. cloudpro.io will ask you to respond without delay (within 24 hours at the latest), after which cloudpro.io will decide on what action to take. In urgent cases, cloudpro.io will intervene directly.
5. cloudpro.io shall be entitled to suspend services and to remove material or block (the use of) services in the event of a breach of these General Terms and Conditions, if the rights of third parties or laws and regulations are violated or if the systems of cloudpro.io are subject to excessive loads. cloudpro.io will ensure that you are notified of this as quickly as possible.
6. cloudpro.io shall be at liberty to pass on your address and other identifying data to third parties who complain that you have infringed their rights if there is no less intrusive way of sourcing these contact details. cloudpro.io will only do so where the accuracy of the complaint is deemed to be reasonably plausible or where a third party has a reasonable interest in receiving such details, and provided always that all legal requirements are complied with.
7. cloudpro.io will use its best endeavours to act reasonably, prudently and as appropriately as possible in dealing with complaints and cannot be held liable for any loss or damage ensuing from measures that are taken in accordance with this Article.

Article 12. Liability

1. This Article applies to business customers, as well as in relation to consumers insofar as the stipulations are not unreasonably onerous.
2. cloudpro.io will only be liable to you in respect of direct loss or damage ensuing from an attributable failure in the performance of the Agreement. Liability is excluded in respect of indirect damage, including loss of profits and revenue. Direct loss or damage must be understood to mean exclusively any loss or damage ensuing from:
 - A. material damage (damage to property);
 - B. costs in respect of work undertaken to prevent loss of data;
 - C. costs reasonably incurred in determining the cause and extent of the damage or loss and in preventing and limiting this damage or loss, insofar as concerning the direct damage or loss referred to here.
3. cloudpro.io's liability in respect of an attributable failure in the performance of the agreement may apply only on condition that you give cloudpro.io notice of default in writing within fourteen (14) calendar days of discovering this failure, following which a reasonable period is agreed in writing for the shortcoming to be remedied, after which period cloudpro.io continues to default on the performance of its obligations. The notice of default must be as detailed as possible in describing the nature of the shortcoming, so that cloudpro.io may respond in an appropriate manner.
4. The maximum indemnity payable in the event of liability as referred to in paragraph 1 of this Article will be limited to the amount for which cloudpro.io is insured in the relevant case. If no payment is forthcoming from the insurer, the maximum amount payable per claim or series of claims will be limited to the amounts paid by you to cloudpro.io under the agreement for the relevant service in the preceding three (3) months (excluding VAT). Under no circumstances will the total compensation for any loss or damage exceed EUR 1,000 per annum.
5. If you are a business customer of ours, the provisions of Book 6, Section 271 of the Dutch Civil Code do not apply to you.
6. You agree to indemnify cloudpro.io against all third party claims (including from your customers), and to fully compensate cloudpro.io in this respect.
7. cloudpro.io cannot be expected to guarantee performance of the agreement if such performance is hindered by force majeure. Neither can cloudpro.io be held liable for any loss or damage ensuing from force majeure. The term force majeure, in addition to its definition under the law, will mean, among other things (but not exhaustively): disruptions in the supply of electricity, government measures, terrorist attacks, fire and flooding, shortcomings on the part of cloudpro.io's suppliers, failures in connecting to the Internet, licensing refusals, (D)DoS attacks and faults in hardware or (telecommunication) networks, malware or other malicious software-related attacks, strikes and import and export impediments.
8. Both parties shall be at liberty to terminate the agreement if the force majeure situation lasts at least (30) calendar days or longer. No liability will attach to cloudpro.io in respect of any loss or damage ensuing from such termination.

Article 13. Intellectual property rights

1. The term intellectual property rights is defined as: intellectual property-related rights including but not limited to copyright, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
2. The intellectual property rights attaching to the service remain with cloudpro.io or its licensors.
3. All intellectual property rights attaching to your data or other material supplied by you remain with you. You agree to indemnify cloudpro.io against third party claims following a breach of the above (intellectual property) rights.

Article 14. Personal data

1. You have the right to inspect your personal data. If the details we have provided contain inaccuracies, you may request in writing that we change or remove the particulars in question. If you request cloudpro.io to remove your personal data and cloudpro.io has done so, in full or in part, this action cannot be reversed. No backup is available of data that has been removed.
2. When its customers process personal data via cloudpro.io's systems, cloudpro.io has a duty of care and is obliged to conclude processing agreements. Consequently, such customers of cloudpro.io are deemed to be controllers. It is for this reason that cloudpro.io offers to conclude a processing agreement. You are responsible for checking if you are a controller in this regard and that you have assigned cloudpro.io as a processor, and therefore whether you

store your personal data with us. If that is the case, you will need to conclude a supplementary processing agreement with cloudpro.io. If you fail to conclude a processing agreement with cloudpro.io, even though you are obliged to do so under the privacy legislation, you will be entirely responsible in this regard.

3. You guarantee that personal data will be processed by you entirely in a legally valid manner and with the use of our service(s). You warrant that the content, use and instructions to process personal data are not unlawful and do not infringe any third- party rights.

Article 15. End of the Agreement

1. Where a fixed-term contract for business customers is terminated in the interim (also in case of tacit renewal), the amounts already paid will not be refunded.
2. As a consumer, you have the right to terminate an agreement after it has been renewed, subject to a notice period of one (1) month. However, if you decide to terminate an agreement in the interim, the amounts already paid will not be refunded.
3. Cancellation of an agreement can only be effected via our ticket system, creating a ticket stating that you would like to cancel the service.
4. cloudpro.io shall be at liberty to terminate and/or suspend the Agreement wholly or in part, with immediate effect and without judicial intervention, with no ensuing obligation to compensate or to grant indemnification, if:
 - A. obligations provided for under the agreement are not met or are not complied with fully or promptly, even after cloudpro.io has afforded you a reasonable period to comply with the obligations;
 - B. circumstances come to the attention of cloudpro.io after the agreement has been signed that give good reason to believe that you will not comply with your obligations under the Agreement;
 - C. you have been asked to provide security guaranteeing compliance with your obligations under the Agreement and this security is not forthcoming or is insufficient;
 - D. you die;
 - E. a suspension of payments has been applied for on your behalf or in the case of a bankruptcy application, an attachment order or debt restructuring;
 - F. circumstances arise, the nature of which renders fulfilment of the Agreement unfeasible, or such that cloudpro.io cannot be reasonably required to maintain the Agreement while unchanged.
5. If cloudpro.io terminates the Agreement by virtue of the above reasons, all receivables in connection with the remaining contract period of all agreements between you and cloudpro.io will be payable forthwith and in full.
6. Where cloudpro.io opts to suspend the service, cloudpro.io shall retain all entitlements under the law and the Agreement.
7. The customer is personally responsible for downloading the data or backups stored under the service. cloudpro.io shall be at liberty, directly after the date on which the agreement is terminated, to close down or discontinue access to all accounts provided for under this agreement and to delete and/or render inaccessible the data stored by you or on your behalf.
8. In the case of a legally valid termination of the agreement and provided that you have complied with your obligations under the agreement, cloudpro.io shall, where applicable and if requested by you, provide assistance in transferring the data to another service provider.

Article 16. Concluding provisions

1. The applicability of any purchase or other terms and conditions applied by you is expressly excluded.
2. If any provision under these General Terms and Conditions proves to be void or is nullified, the remaining provisions will remain in force in full. In that case, we will consult with each other in order to agree a new stipulation to replace the void or nullified provision, taking into account, to the greatest extent possible, the purport and intent of the void or nullified stipulation.
3. In case of any conflict between the various documents, the following ranking order will apply:
 - I. supplementary arrangements specified in writing and signed;
 - II. agreed (digital) offer or order placed via the website;
 - III. availability arrangement;
 - IV. General Terms and Conditions.
4. cloudpro.io shall be at liberty to unilaterally amend or supplement the Agreement and these General Terms and Conditions; this applies equally with respect to existing agreements. For

agreements that are already in place, changes will come into effect thirty (30) calendar days following notification of said changes. Changes of secondary importance, changes introduced in accordance with the law and changes to your benefit can take effect forthwith.

5. You have the right to cancel the Agreement if you disagree with an amendment or addition to these General Terms and Conditions. The cancellation will then come into effect on the date that the said amendment or addition to these General Terms and Conditions comes into effect.
6. cloudpro.io has the right to transfer the Agreement concluded with you, wholly or in part, to a third party, including the rights and obligations set forth in these General Terms and Conditions and, if applicable, other agreements. If you are a consumer, you have the option to terminate the Agreement as from the date on which the agreement is transferred to a third party.
7. This Agreement is governed by Dutch law.
8. Insofar as not provided for otherwise under the rules of mandatory law, all disputes arising from or connected with the Agreement will be referred to the competent court in the court district in which cloudpro.io has its registered office, subject to the proviso that cloudpro.io shall also be at liberty to refer the disputed matter to another competent court.
9. cloudpro.io's log files and administration are deemed to constitute full proof for the customer with respect to cloudpro.io's assertions, unless the contrary is proved by you.