

## Terms and conditions for vBoxxCloud

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The service "vBoxxCloud" is offered over the internet in the form of Software-as-a-Service by the company vBoxx B.V.. The use of vBoxxCloud is subject to the below terms and conditions. Using vBoxxCloud constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by vBoxx B.V..

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### Article 1. Use of the service

- 1.1 vBoxxCloud allows you to send files to third parties, for example because they are too large to send by e-mail. It is expressly forbidden to send files in violation of copyright, and to publish login data or download-links for files.
- 1.2 To use vBoxxCloud, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3 You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. vBoxx B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified vBoxx B.V. that someone else knows your password.

### Article 2. Terms of use

- 2.1 It is not permitted to use vBoxxCloud for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2 In particular it is not permitted to use vBoxxCloud for the distribution of files in violation of applicable copyright law. In addition it is expressly forbidden to share login data or publish download links for files. In case of a corporate account the latter restriction does not apply to colleagues.

- 2.3 In addition, on vBoxxCloud it is forbidden to
- use indecent language;
  - publish information in violation of copyright or hyperlinks to such information;
  - assist others in violating third-party rights, for example by linking to hacking tools or tutorials for committing computer crime that are clearly written to carry out criminal acts (and not to defend against them);
  - violate the privacy of third party, for example by distributing their personal data without permission or clear need or the repeated harassment of third parties with unwanted communications;

and to do anything that violates applicable netiquette.

2.4 Should vBoxx B.V. discover that you violate any of the above, or receive a complaint alleging the same, vBoxx B.V. will issue a warning. If the warning does not lead to an acceptable resolution, then vBoxx B.V. may intervene to end the violation. In urgent of serious cases vBoxx B.V. may intervene without warning.

2.5 If in the opinion of vBoxx B.V. the continued functioning of the computer systems or network of vBoxx B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, vBoxx B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.6 vBoxx B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.7 vBoxx B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless vBoxx B.V. from all third-party claims arising out of your violation of these terms of use.

### **Article 3. Availability and maintenance**

3.1 vBoxx B.V. guarantees availability of the service 99,9% of the time.

3.2 vBoxx B.V. actively maintains vBoxxCloud. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3 vBoxx B.V. may from time to time adapt vBoxxCloud. Your feedback and suggestions are welcome but ultimately vBoxx B.V. decides which adaptations to carry out (or not).

## **Article 4. Intellectual property**

- 4.1 The service vBoxxCloud, the accompanying software as well as all information and images on the website is the intellectual property of vBoxx B.V.. None of these items may be copied or used without prior written permission of vBoxx B.V., except and to the extent permitted by mandatory law.
- 4.2 Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). vBoxx B.V. receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.
- 4.3 If you send information to vBoxx B.V., for example a bug report or suggestion for improvement, you grant vBoxx B.V. a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 4.4 vBoxx B.V. shall refrain from accessing data you store or transfer using vBoxxCloud, unless this is necessary for a good provision of the service or vBoxx B.V. is forced to do so by law or order of competent authority. In these cases vBoxx B.V. shall use its best efforts to limit access to the information as much as possible.

## **Article 5. Compensation for the service**

- 5.1 The use of certain functions of vBoxxCloud is subject to fees. The functions in question will inform you of the fees. The fee is due every month and must be paid in advance.
- 5.2 Payment is possible through direct debit order, by making a wire transfer to the account of vBoxx B.V., via iDeal online payment, by creditcard, by PayPal money transfer, or as explained further on the website.
- 5.3 Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

## **Article 6. Limitation of liability**

- 6.1 Except in case of intentional misconduct or gross negligence the liability of vBoxx B.V. shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2 vBoxx B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3 Damages may only be claimed if reported in writing to vBoxx B.V. at most two months after discovery.
- 6.4 In case of force majeure vBoxx B.V. is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

## **Article 7. Term and termination**

- 7.1 This agreement enters into force as soon as you first use the service and then remains in force for a month.
- 7.2 After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of one month.
- 7.3 vBoxx B.V. is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event vBoxx B.V. shall first send a reminder mail to the e-mail address connected to your account.
- 7.4 You can export the you store or process using the service at any time through the service interface.

## **Article 8. Changes to terms**

- 8.1 vBoxx B.V. may change or add to these terms and conditions as well as any prices at the start of a new payment period (as defined in 5.1).
- 8.2 vBoxx B.V. shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3 If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of vBoxxCloud after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

## Article 9. Miscellaneous provisions

- 9.1 Dutch law applies to this agreement.
- 9.2 Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with vBoxxCloud shall be brought before the competent Dutch court for the principal place of business of vBoxx B.V..
- 9.3 For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the vBoxxCloud service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4 The version of any communication of information as recorded by vBoxx B.V. shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6 vBoxx B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of vBoxxCloud or the associated business activities.