



General Terms and Conditions for the Delivery of Services by Globalinternet

1. APPLICABILITY

This document sets out the terms and conditions that apply to all deliveries of Services and products by Globalinternet. Each Service Order Form confirmed by a Service Order Confirmation constitutes an individual agreement between Globalinternet and the Customer. Each Service Order Form or purchase order from Customers shall automatically apply and incorporate these General Terms and Conditions, as may be amended by Globalinternet from time to time. Globalinternet is not bound by and hereby expressly rejects Customer's general conditions of purchase.

The capitalized words and phrases mentioned in these General Conditions or any Service Order Form, will have the meaning as stated in art. 17.

2. SERVICES

2.1 Globalinternet will (a) provide Services with due care and skill, (b) ensure that the goods (NTE and CPE) supplied as part of the Services are reasonably fit for the purposes for which they are supplied and (c) endeavor to provide, but not guarantee, continuous or fault free Services, subject to Globalinternet's applicable service levels.

Globalinternet provides the Services and support in accordance with Globalinternet's applicable Service Level Agreement and Service Description as updated by Globalinternet from time to time. Globalinternet will not provide credits in case of deviation from service levels. Globalinternet is not liable for delay or the inability to deliver Services to Customer due to unavailability of a Service.

2.2 Delivery dates communicated by Globalinternet to Customer are estimated dates. Globalinternet will use its best efforts to ensure that Services will be installed and delivered before or at the Expected Delivery Date.

2.3 The applicable processes for quoting, ordering, delivery and assurance are described in Globalinternet's Service Description and Service Level Agreement.

3 SERVICE DELIVERY

3.1 After the Service, and CPE if applicable, has been successfully tested and installed and is ready for use, Globalinternet will submit a Service Activation Form to the Customer and starts invoicing the Service from this date. Delivery of a Service is considered to be completed and accepted by Customer when Globalinternet sends the Service Activation Form to the Customer via e-mail. In the event of a Late Delivery due to reasons not attributable to Globalinternet, Globalinternet reserves the right to commence invoicing Fees from the date it has informed the Customer that the Service is ready and available.

4. CUSTOMER RESPONSIBILITY

4.1 The Customer acknowledges that inaccurate or incomplete information provided by Customer may lead to incorrect or defective quoting or late or incorrect delivery of a Service and support in which cases Globalinternet is entitled to charge related costs or fees.

4.2 The delivery of the Services, support and maintenance by Globalinternet and its Local Suppliers depend on timely and full Customer and End User access and cooperation with regard to the delivery, installation and support of the Services. Customer is also responsible for maintaining adequate and safe conditions at the Site. If Customer doesn't fulfill its responsibilities, as further described in the Service Description, this may lead to a delay in delivery, support or maintenance of Services and Globalinternet will be entitled to charge the related fees incurred.

5. PAYMENT

5.1 Customer will pay the Fees allocated to the Services stated in a Service Order Form. Invoicing of Fees will start from the Service Activation Date. Monthly Recurring Charges will be invoiced monthly. All Fees are agreed in the Base Currency of the Service, as specified in the Service Order Form.

5.2 From the moment of Service Activation, Fees will be invoiced to the Customer in the Invoicing Currency.

5.3 All invoices are payable within thirty (30) days of the date of invoice and must be paid by transferring the invoiced sums into the relevant bank account designated on the invoice. If Customer does not pay an undisputed invoice in time, Globalinternet is entitled to charge the statutory interest from the moment of due date.

5.4 The Customer shall not be entitled to off-set any counterclaims that have not been approved in writing by Globalinternet and the Customer shall not be entitled to withhold any part of the payment due to counterclaims of any kind.

If the Customer reasonably and in good faith disputes any amount invoiced, the Customer shall submit such claim in writing to Globalinternet within thirty (30) calendar days following the date of invoice, identifying the items which are in dispute, provided however that the Customer shall still be responsible to pay the invoiced amounts.

Any invoiced amount not disputed or not disputed within said period of thirty (30) days, shall be deemed correct and due.

Parties shall investigate and negotiate to resolve any dispute in fifteen (15) calendar days following Globalinternet's receipt of the Customer's timely written notice. Any amount that Globalinternet determines to be invoiced in error, shall be adjusted on the next month's invoice to Customer. For amounts still in dispute, parties may follow the dispute resolution procedure as in article 16.

6. TAXES, REGULATORY FEES

6.1 Globalinternet will specify all applicable taxes in each invoice.

6.2 If Customer believes itself to be exempt from payment of any applicable taxes and does not want to be invoiced for these applicable taxes, it must provide Globalinternet with the relevant certificate(s) demonstrating its eligibility for such exemption. Globalinternet shall be entitled to ask for an original copy of the relevant certificate.

6.3 Globalinternet shall be entitled to charge fees at any time if there is a mandatory regulatory change that results in a substantial increase in the costs to Globalinternet or its Local Supplier(s) providing the Service(s) to the Customer.

7. DURATION, TERMINATION AND CANCELLATION OF SERVICES

7.1 Services commence on the Service Activation Date and continue for the agreed Initial Term and any Renewal Term thereafter as stated in the Service Order Form (unless terminated earlier in accordance with these General Conditions).

7.2 Unless otherwise agreed in a Service Order Form, the Initial Service Term of each Service will be twelve (12) months, and will automatically renew on monthly basis, unless a Party provides a written notice of termination to the other Party at least two (2) months prior to the end of the Initial Service Term or renewal term.

7.3 For Services cancelled by Customer after a Service Order Confirmation has been sent to Customer and before Service Activation Date, Globalinternet shall be entitled to charge costs and fees resulting from this cancellation.

7.4. In case of early termination of a Service by Customer, , Customer shall pay Globalinternet Early Termination Charges.

8 TERMINATION FOR CAUSE

8.1 In case of a material breach of a Service Order Form, either Party shall be entitled to terminate the affected Service with immediate effect if the breaching Party fails to remedy such material breach within thirty (30) calendar days after receipt of written notice by the other Party, specifying that breach and requiring it to be remedied. A breach shall be deemed material if it causes a substantial loss of trust of the other Party such that it cannot reasonably be expected from the other Party to continue the related Service Order(s).

8.2 Either Party shall be entitled to terminate any affected Service Order Form(s) by notice in writing (specifying the reason) to the other Party, with immediate effect, if the other Party becomes, threatens to become, resolves to become, or is in jeopardy of becoming the subject of bankruptcy, winding up or receivership proceedings.

8.3 Globalinternet shall be authorized, without serving notice of default and without recourse to the court, to terminate or suspend any related Service Order Form(s) with immediate effect and to discontinue the related Service(s) if the Customer fails to pay any outstanding amount owed to Globalinternet within thirty (30) calendar days after receipt of written notice requesting the same.

9. SUSPENDING SERVICES

9.1 Globalinternet shall be entitled forthwith, and where possible with prior notice, - to suspend or terminate the provision of part or all of the Services and (where applicable) to disconnect, switch off, block access to and/or remove CPE, including its data and / or cables, if:

- Globalinternet or its Local Supplier is requested to do so by a governmental or regulatory authority;
- the quality or availability of Service(s) provided by Globalinternet to other customers is, or is threatened to be, adversely affected by the conduct of the Customer, End User or by its equipment;
- the Customer or End User breaches the Acceptable Use Policy.

Customer shall be obliged to pay all Fees payable throughout the period of suspension. The suspension be lifted within three (3) Business Days after the grounds giving rise to the suspension have ceased to exist. Globalinternet shall be entitled to charge reconnection fees incurred by Globalinternet when lifting the suspension and resuming the provision of the Service(s).

10. WARRANTIES, LIMITATION OF LIABILITY

10.1 Except as set forth in these General Conditions, Globalinternet makes no warranties of any kind whether express or implied, to Customer or any third party, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Globalinternet shall use reasonable efforts to provide and maintain the Services to Customer as specified herein.

10.2 Globalinternet shall under no circumstances be liable for any indirect loss, damage or expense, including, without limitation, loss of profits, revenues, goodwill, management time or anticipated savings or any other form of indirect or consequential damages resulting from Globalinternet's failure to perform its contractual obligations under a Service Order Form and/or arising from any (negligent) conduct in connection with such performance and/or arising from or in connection with any unavailability, delay, interruption, disruption or degradation of the Services, nor for any loss, destruction or degradation of information.

10.3 With the sole exception of intentional misconduct and gross negligence, Globalinternet's aggregate liability to a Customer or its Affiliates for all claims (including any costs and expenses of the recovery of those damages) arising out of or in connection with all Services Order Forms, shall in all circumstances be limited to direct damages and shall in no case exceed the amount equal to the sums paid by the Customer to Globalinternet during the 3 months preceding the liability causing event.

11. CUSTOMER'S RESPONSIBILITY AND AUP

11.1 Customer is responsible for:

- obtaining and maintaining the regulatory or other licenses and approvals necessary for its (and its End-User's) operation and the provision of services to its End User;
- using the Services in compliance with all applicable laws, rules, and regulations;
- Customers' or End User's use of the Services and the content and security of any data or information when using the Services;

11.2 When using the Services, Customer itself will and will ensure any End User to comply with Globalinternet's Acceptable Use Policy as communicated at the website.

12. PAYMENT SECURITY

12.1. At any time during the term of a Service, Globalinternet reserves the right to conduct a review of Customer's credit rating, credit history or payment history and to request for additional security for payment.

12.2 In the event that Customer is not able to pay for Services or Globalinternet has reasonable reasons to believe that Customer will not be able to fulfill its payment obligation under any Service Order Form, or in the event Global Internet's credit insurer does not provide coverage on the entity of Customer, Globalinternet reserves the right – as a condition to provide new Services or continuing to provide Services - to require Customer to provide a parent guarantee, bank guarantee, advance payment or any other security, to Globalinternet's discretion.

13. FORCE MAJEURE

13.1 A Party shall not be held liable for failure to perform any of its obligations, with the exception of the obligation to make payments, under a Service Order if such failure is caused by or arises as a result of an event beyond the reasonable control of a Party (Force Majeure Event) which includes, but is not limited to the following examples (provided these examples were not caused or made possible due to the negligence of such Party): fire, lightning, storm, flood, earthquake, strike, cable or fiber cuts, lightning, prolonged general power outages, acts of God, changes of the regulatory environment, acts of governmental or military authorities, civil unrest, terrorism and war.

13.2 A Party shall as soon as reasonably possible, notify the other Party about the occurrence of such Force Majeure event and the estimated extent and duration of its inability to perform its obligations under a Service Order Form.

13.3 Upon the occurrence of any Force Majeure, the Party will use reasonable efforts to overcome or limit the consequences of the event for the other Party

13.4 If the Force Majeure event lasts for more than 30 days, each Party is entitled to terminate the affected Service immediately by giving the other Party written notice.

14. CONFIDENTIALITY, PUBLICATIONS, PERSONAL DATA

14.1 Parties warrant that all information received by the other Party, which is marked as confidential or reasonably can be assumed to be confidential in nature, shall remain secret for the entire duration of a Service Order Form and for a period of three (3) years thereafter, unless a legal obligation mandates disclosure of that information. The Party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the Parties as such.

14.2 The obligation of secrecy referred to in Clause 14.1 shall not apply to information which:

- is already in the possession of, or which is previously known to the receiving Party at the time of its receipt from the disclosing Party, other than by breach of the present obligation of secrecy;
- is in or comes into the public domain other than by breach of the present obligation of secrecy;
- is obtained from a third party who is permitted to disclose such information, or has been generated by the receiving Party without any use of the confidential information received from the disclosing Party;
- is required by law, regulation or judicial order or the rules of a relevant stock exchange to be disclosed; or
- is provided to the respective (legal) advisors, auditors or financiers of the Parties provided they are under the obligation to treat such information as confidential.

14.3 Personal data shall have the meaning held by the EU General Data Protection Regulation 2016/679 (GDPR). The Parties will act in compliance with the GDPR, as well as local data protection law. The Parties acknowledge that they may act both as "controller" and "processor" in respect of all personal data processed for the purpose of these General Conditions. The Parties shall:

- a) only process personal data only after written approval of the party acting as controller and in accordance with the instructions of the controller and to the extent necessary for the proper performance of the Agreement and shall not process the personal data for any other purpose;
- b) not provide any privacy data to any third party and shall not modify, amend or alter the contents of the personal data except as expressly required in writing by the other Party;
- c) implement the appropriate organizational measures to protect the personal data against accidental or unlawful destruction or loss, alteration unauthorized disclosure and generally against all unlawful forms of processing;
- d) notify the other Party within 24 hours from the time it comes to its knowledge that any personal data has been the subject of accidental or unlawful destruction or loss, alteration, unauthorized destruction or any unlawful forms of processing;
- e) Full cooperate with the other Party with regards to any complaint or request including providing the other Party with any personal data it holds;

f) Not retain any personal data longer than is necessary to properly perform this the Service Order and, upon expiry of the Service Order, for whatever reason, securely destroy or immediately return to the other Party, all personal data and certify that no copies have been made or retained by any Party, End Customer or supplier.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Subject to the restrictions and terms set out in these General Condition or any Service Order Form, Globalinternet grants to Customer, for the duration of the Service Order Form, a non-exclusive, non-transferable, revocable license to use the software, equipment or other materials provided under or in connection with a Service Order Form for internal purposes only and in so far as is necessary to utilize the Service(s) provided thereunder. All intellectual property rights to any software, equipment or other materials, including documentation, provided to the Customer under or in connection with a Service Order Form, shall solely be held by Globalinternet or its suppliers and/or licensors.

16. DISPUTE RESOLUTION

15.1 All agreements between Globalinternet and Customer shall be governed by the laws of the Netherlands. The court of Amsterdam will have exclusive jurisdiction for disputes between Globalinternet and the Customer resulting from or relating to any Service.

17. Definitions

The capitalized words and phrases mentioned in these General Conditions and any Service Order Form and Confirmation will have the meaning as stated in the definitions mentioned below. The following terms and phrases shall have the following meanings:

Affiliate	With respect to any Party, any legal entity whether directly or indirectly controlling, controlled by or under common control with such Party; where control (including, with correlative meanings, the terms "controlled by" and controlling) means the possession, directly or indirectly, of the power, to direct the management and policies of such entity, whether through ownership interests, by contract or otherwise.
Base Currency	The currency applicable to the Fees as set out in quotes, Service Order Forms and invoices. The Base Currency is usually but not exclusively the local currency of the country where the Service is provided to the (End) Customer.
CPE (Customer Premises Equipment)	Additionally ordered hardware connected to the Service provided by Globalinternet of which the Customer has the exclusive right of operational use and responsibility.
Customer	The party to which Globalinternet delivers a Service.
Early Termination Charges	The amount equal to the Monthly Recurring Charges multiplied by the number of months remaining in the Initial Service Term or renewal term from the moment of termination, including all applicable Non Recurring Charges and other Fees if not yet paid.

End User	The local user of the Services to which Customer may sell or transfer the Service.
Expected Delivery Date	The planned period of delivery for the Service based on information received by the Local Supplier as communicated after the Service Order Confirmation. .
Fees or fees	All Non-Recurring Charges and/or Monthly Recurring Charges, payable by the Customer during the validity of a Service Order Form, that are allocated to the provision of Services.
General Conditions	These general conditions for the delivery of Services by Globalinternet.
Globalinternet	Global Telecom Services B.V. or any of its Affiliates
Initial Service Term	The minimum (initial) contractual duration of each Service Order Form.
Invoicing Currency	The currency determined by Customer. All Fees for activated Services will be converted from the Base Currency into the Invoicing Currency using the exchange rate at the moment of invoicing.
Late Delivery	The delivery of a Service that takes place after the Expected Delivery Date.
Local Supplier	A supplier of (network or other) services used by Globalinternet in order to deliver the Service(s) to the Customer.
Monthly Recurring Charges	The monthly recurring fees payable by the Customer for the provision of the Service(s) by Globalinternet, as set out in the Service Order Form.
NTE (Network Termination Equipment)	The hardware of Globalinternet or Local Supplier that is installed as part of a Service at the Site of Customer or End User.
Non Recurring Charges	The one off fees payable by the Customer for the installation and activation of the Service(s).
Service(s)	The internet access service (including NTE), additional CPE services, support and any other service or product provided by Globalinternet to Customer as set out in a Service Order Form and confirmed by a Service Order Confirmation.
Service Activation Date	The date that a Service is successfully activated and becomes available to the Customer after submitting the Service Activation Form to Customer, at which Globalinternet starts invoicing the Customer.
Service Activation Form	The form submitted by Globalinternet to Customer confirming that the Service has become available to Customer.
Service Description	The document applicable to all Services and products provided by Globalinternet, providing a description of the Services, of the functionality, the specifications and the key processes of the Services.

SLA (Service Level Agreement)	The document applicable to all Services and products provided by Globalinternet, describing the service levels regarding delivery and assurance of service and support.
Service Order Confirmation (SOC)	An electronic communication message or e-mail from Globalinternet to the Customer confirming acceptance of the Service Order Form and proceeding to install and activate the ordered Service(s).
Service Order Form (SOF)	The document sent by Globalinternet to the Customer specifying all relevant elements of the ordered Service, such as: product name, minimum order term, Fees, minimum notice term and renewal term.
Site	The physical address where Customer requests Globalinternet to install and/or deliver the Services.