

In these terms and conditions, the following terms have the following meanings, unless explicitly stated otherwise.

In this document **Torfs ICT** represents Kristof Torfs, located Pandhoevestraat 17b, 3130 Begijnendijk, Identified by the VAT number **BE 0877.073.109**.

TERMS & CONDITIONS

GENERAL

1. Our invoices are payable to **Torfs ICT** net cash, without discount, unless otherwise agreed upon at the order. Our bills or receipts do not bring any claim or waiver to this clause.
2. No cancellation by the customer will be accepted when the order is already in progress and if it is not yet in progress, the paid or cash paid advance will be fully and definitively acquired. In case no advance payment has been made, the customer is obliged to pay compensation equal to 20% of the value of the ordered works or deliveries.
3. Delivery dates and deadlines for the execution of the works are given only on the basis of information. Delays cannot give rise to damages or breach of the contract.
4. Any outstanding invoice on expiration date (maximum 30 days after the date of invoice) will yield an interest of 11% by law and without notice, and will be increased by a lump sum equal to 10% of the amount due, with a minimum of 50 euro.
5. A buyer or tenant cannot rely on a dispute with us to justify non-execution of his payment.
6. We expressly reject the general terms of sale that come from letters or any other document, from our customers. Only our terms of sale are valid. Every buyer acknowledges that they have taken notice of our general terms of sale and accept them.
7. We are not responsible for the loss of any form of data through the use, placement, repair, or installation of our goods or web hosting sold.
8. In case of dispute, only the courts of the district of Mechelen are authorized.

PRODUCTS & SOFTWARE

1. Until the full satisfaction of all claims arising from the sale, the goods delivered are solely owned by **Torfs ICT** and may be recovered by the seller in the event of non-timely payment.
2. Each complaint must be made by registered letter within eight days of delivery and before use of the goods. Processing of delivery means acceptance by the recipient.
3. The goods are delivered at risk of the buyer, and must be presented in original packaging at the address of **Torfs ICT** in case of defects within the warranty period.
4. Software remains property of the manufacturer. Only a usage license is granted. The user is not allowed under any form to assign, pledge, transfer the software.

WEBHOSTING

1. As an Internet Hosting Provider, **Torfs ICT** will take care of the presence of the Client on the Internet by means of Internet-based servers. The Client wishes to sign up for the duration of this agreement.
2. Activation of a new account will occur after receiving the client's confirmation email. In the case of late payment of an invoice, the account will be deactivated 10 days after the expiration date of the invoice.
3. **Torfs ICT** will do everything possible to ensure a fast connection to the Client's website. **Torfs ICT** is not liable for damage and consequential damages resulting from force majeure. Inaccessibility of servers due to power failure or power outage and maintenance of equipment and / or software is considered as such. **Torfs ICT** will continue to do everything possible to protect servers against intrusion attempts. **Torfs ICT**, however, will not be responsible for the destruction of data by some form of hacking, intrusions and the like.
4. The agreement is not transferable. The Client is not permitted to rent, sell or make available to third parties space on his site.
5. The client can freely have information and data. This expressly excludes all liability for **Torfs ICT** on the client's offer. The client will not upload anything to the server which is not sure if he has the copyright or other necessary rights. The content and scope of the images may not in any case be pornographic, discriminatory or otherwise objectionable. The Client relieves **Torfs ICT** of any responsibility or liability regarding the content of the Client's website(s), which are hosted on **Torfs ICT**'s hired server(s).
6. Ware sites, mp3 sites and / or other sites with illegal software / documents are never allowed. Spamming, being the massive, e-mail distribution of messages, can lead to immediate closure of the client's presence on the **Torfs ICT** servers. Moreover, any attempt to cause damage to **Torfs ICT** hardware and / or software is expressly prohibited and may result in addition to an immediate conclusion to redress for (consequential) damages.
7. In the event of a violation of normal data traffic, which is governed by **Torfs ICT**, **Torfs ICT** will be authorized to block the website and / or mail until a solution has been found for this problem. We monitor all traffic and will only intervene if the traffic generated by the customer compromises the integrity of our servers or Internet connection.
8. The use of scripts and other programs on the **Torfs ICT** servers is allowed as long as this does not endanger the functioning of the server. This is for review of **Torfs ICT**.
9. **Torfs ICT** will apply for the domain name requested by the Client for his / her behalf and shall not be liable for any (consequential) damage suffered by a third party for breach of his rights through this act of the Client. Client becomes and remains the owner of this domain name.
10. The contract duration is as stated in the invoice. Without a counter notification, this will be tacitly extended for the same contract period. More than one month before the expiry of this period, an extension invoice will be sent by mail. The Client must correctly meet all **Torfs ICT** invoices on time. Failure to comply or not timely may result in closure.

