

Introduction

Weinigbetalen.nl. agrees to provide and furnish services to the Customer, subject to the following Terms of Service (ToS). Use of the Weinigbetalen.nl service constitutes acceptance and agreement to our Terms of Service (ToS). We reserve the right to make changes to the provided Terms of Service (ToS) as needed, without notice to our clients.

1. Delivery of Services and Terms

Customer agrees to pay Weinigbetalen.nl. the fees charged by Weinigbetalen.nl. for (i) the Service(s) during the Initial Term and for any Renewal Term, and (ii) certain limited services and equipment needed by Customer on a "one-off" or emergency basis ("Supplemental Services") where such services are not included within the scope of the Services as described in the Order Form(s). Customer agrees to pay Weinigbetalen.nl. the fees charged by Weinigbetalen.nl. for Supplemental Services, and hereby authorizes Weinigbetalen.nl. to perform such services on its behalf.

2. Use of Weinigbetalen.nl. services

To ensure the integrity and efficiency of all services provided by Weinigbetalen.nl., all Customers must abide to the service terms described below.

2.1 Server space and bandwidth

Customer may only occupy the allocated disk space, bandwidth, and Mbps speed, as described in the Order Form. Additional fees will be charged for exceeding these resources.

If the se resources are excessive the point that it is disrupting other accounts holders on the same server, Weinigbetalen.nl. reserves the right to deactivate the service until a resolution is reached.

2.2 Sharing account resources

We allow a Customer sharing his or her account resources with other non-account holders.

However, it is strictly forbidden to give away and/or sell the services provided by Weinigbetalen.nl. within or in addition to an existing account with Weinigbetalen.nl. Consequences may lead to permanent service suspension.

2.3 Excessive Resource Usage and/or Abuse

Any account that affects to full-function of operation of any other services provided to other Customers may face a temporary suspension until a resolution is reached.

2.4 Acceptance Use Policy

Activities identified in the <https://weinigbetalen.nl/acceptable-use-policy/> are strictly forbidden. If any of these activities are detected, all accounts associated with these activities will be permanently terminated and no refund shall be granted.

3. Fees and Payment Terms

Customer will pay all fees due according to the prices and terms listed in the Order Form(s) and all other fees incurred by the Customer related to the Supplemental Services, Professional Services, reinstatement of service fees and fees for switching or upgrading servers, all in accordance with the current Weinigbetalen.nl. prices and policies.

3.1 Invoice Notifications

Weinigbetalen.nl. will send any invoices to the main email account of the owner of the account based on the service terms. Weinigbetalen.nl. cannot guarantee that this email will be received by the client. As an option, we provide the Customer a Billing Control Panel (also referred to as a Client Portal) where the service invoices can be reviewed and paid.

3.2 Suspensions and Termination

Any payment not received within three (3) days of the invoice due date, Weinigbetalen.nl. reserves the right to suspend the service without any notice. If after fourteen (14) days of not receiving payment confirmation, Weinigbetalen.nl. reserves the right to terminate the service, and consequently remove all existing content (data, emails, files, etc.), without any further notice.

3.3 Account cancellations

Customers who are not under contract can cancel their account in any billing cycle. Account cancellations must be made at least four (4) days in advance via our Billing Control Panel (Client Portal). Weinigbetalen.nl. is not responsible for additional charges made after cancellation. If a payment is deducted after cancellation, Weinigbetalen.nl. may refund it.

4. Intellectual Property Ownership

This Agreement does not transfer from Weinigbetalen.nl. to Customer any Weinigbetalen.nl. Technology, and all right, title and interest in and to Weinigbetalen.nl. will remain solely with Weinigbetalen.nl. This Agreement does not transfer from

Customer to Weinigbetalen.nl. any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. Weinigbetalen.nl. and Customer each agree that it will not, directly or indirectly, reverse engineer, decompose, disassemble or otherwise attempt to derive source code or other trade secrets from the other party and/or its third party vendors.

5. Limited Warranties

Each of the guarantees in the Order Form(s) is null and void if Customer fails to follow Weinigbetalen.nl. terms of service or otherwise breaches the Agreement in any respect.

5.1. No other Warranty

Weinigbetalen.nl. does not monitor or exercise control over the content of the information transmitted through its infrastructure. Use of services or any information that may be obtained there from at Customer's own risk. The services are provided on an 'as is' basis, and customer's use of the services at its own risk. Except as provided in the order form(s), Weinigbetalen.nl. does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage or trade practice. Weinigbetalen.nl. does not warrant that the services will be uninterrupted, error-free or completely secure.

5.2 Disclaimer of Actions Caused by and/or Under the Control of Third Parties

Weinigbetalen.nl. does not and cannot control the flow of information to or from Weinigbetalen.nl. network and other areas of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or areas thereof). Weinigbetalen.nl. cannot guarantee that such events will not occur. Accordingly, Weinigbetalen.nl. disclaims any and all liability resulting from or related to such events.

6. Limitations of Liability

In no events shall Weinigbetalen.nl. be liable for damages resulting from loss of data, profits, use of the Weinigbetalen.nl. site or any Weinigbetalen.nl. services, for any incidental, indirect, punitive, or consequential damages in connection with this agreement or in connection with any products or services provided hereunder. In no event shall Weinigbetalen.nl. cumulative liability exceed an amount greater than the clients' associated hosting fee (less set-up fees, domain registration, and overages).

You agree to indemnify, defend, and hold harmless Weinigbetalen.nl. from any and all liabilities, penalties, losses, damages, costs, expenses, attorney's fees, causes of action and/or claims caused by or resulting indirectly from your use of our services.

7. Payments, Cancellations and Refunds

7.1 Payments

All invoices must be paid within 3 days after invoice has been emitted, in order to avoid suspension of the services. During these days, you will be receiving emails with payment reminder notes, if payment has not been processed, Suspension of services will be done on the 3rd day after invoice has been emitted. The Termination of the services will be done on the 15th day after invoice has been emitted; this means that the service we offer you will be cancelled and your data will no longer be available.

7.2 Cancellations

To terminate your service, you must cancel it via our Billing Panel (Client Portal). This can be done by logging in at <https://weinigbetalen.nl/clients/>

A Customer can also request cancellation to the ticket system that is accessible through the Billing Panel (Client Portal). A Customer must be logged into his or her account that uses the service for verification purposes.

In case of PayPal subscriptions, in addition to requesting cancellation via our billing panel at <https://weinigbetalen.nl/clients> you must cancel any active PayPal recurring payment subscriptions by logging to your PayPal account and request the cancellation directly to PayPal. As Weinigbetalen.nl. does not have access to client's PayPal account, we cannot and will not be responsible for unintended payments made from using the automatic payment subscription service. We do, however, provide refunds for unintended payments after cancellation upon request.

Cancelling your account removes your website's files from our services. Be sure that you have copies of any files you want to keep before you cancel your account.

7.3 Refund policy

Weinigbetalen.nl. has a 30-days money back guarantee that applies for all shared hosting and VPS services. There is no refund for payments made with Bitcoin. There is also no refund for payments made for any types of domains or control panel licenses.

Once 30 days from the date of the initial order are over, full refund, partial refund, or prorated refund is no longer applicable.

There is no refund for payments made with Bitcoin.

7.4 PayPal Chargebacks

If a client requested a chargeback on a PayPal payment prior to the cancellation of his Weinigbetalen.nl services, as well without any notification to Weinigbetalen.nl. and without attempting to reach a resolution, he or she is not entitled to a refund to the chargeback. We mark this activity as fraud because the the services continue to operate on Weinigbetalen.nl. for an indefinite period.

7.5 International bank transfers

If you are wiring money directly to the bank account of Weinigbetalen.nl. from a country outside of the EU, your payment is considered a **international bank transfer** payment. All invoices paid via this method are required to pay an additional **14 euro** fee.

8. Scheduled Downtime

Scheduled downtime occurs during notified downtime periods, with as much advance warnings as possible via e-mail with a minimum of 24 hours notice. Downtime caused by scheduled network upgrades will not be eligible for refund.

9. Terms of Service

Weinigbetalen.nl. reserves the right to change the terms set forth to its clients at any time, without any form of notice to our clients, non-clients, or general public. At all times, customers are bound to terms set forth. In no event shall Weinigbetalen.nl. or its staff's lack of enforcement of these terms constitute a waiver of these terms at any time.