

Matchless reliable hosting provider

Aspiring to be one of the most adaptable and competitive providers

Terms Of Service (TOS)

Initial draft: 1/6/2021
Latest change: 11/5/2022

1. Definitions

1.1 Fryxel

Fryxel means the fryxel.com Web Site and Server Hosting Service, their subsidiaries, affiliated services hosted and sold through partner sites owned and operated by Fryxel.

1.2. Incident

A malfunction or problem that occurs within the service and falls under the responsibility of Fryxel. The following causes are under the responsibility of Fryxel: hardware and website problems, software problems also fall under the responsibility of Fryxel if these provided software is owned by Fryxel. Fryxel is therefore not responsible on software that the Client runs on a service purchased at Fryxel.

1.3. Client

The legal entity acting as signatory to Fryxel's general and contractual terms and conditions for all Services purchased from Fryxel.

1.4. Price List

The description provided by Fryxel of the desired Services with the applicable price.

1.5. Diagnosis

An investigation carried out by Fryxel at the request of the Client.

1.6. Service

This means all of Fryxel's Services provided in accordance with the contracts the Customer has entered into with Fryxel.

1.7. Written

Correspondence by letter or email.

1.8. Agreement

Any mutual acceptance, confirmed in writing, regarding Fryxel's Services or Products. Electronically placed orders and messages expressly included.

1.9. Products

All movable property that is the subject of any offer, quotation, Agreement or other legal act in the mutual relationship of Fryxel and the Customer.

2. Applicability of the general conditions

2.1. The General Terms and Conditions apply to and form part of all offers, quotations, Agreements and other legal acts, whether made orally, in writing, electronically or in any other form, concerning the supply by Fryxel of Products and/or Services to or for the benefit of the Client.

2.2. The General Terms and Conditions shall also apply to Products and/or Services which Fryxel has procured in whole or in part from third parties and, whether or not processed, resold to the Client, and to Products and/or Services which are supplied to the Client by a third party on Fryxel's instructions as part of the implementation of the offer, quotation, Agreement or other legal act.

2.3 Deviations from the General Terms and Conditions shall only be valid if they have been expressly agreed in writing by Fryxel and the Client.

2.4 Dutch law shall apply to our terms and conditions, Services and Products. Any disputes relating to the terms and conditions, Services or Products will in the extreme case be submitted to a Dutch court.

3. Obligations of Fryxel

3.1. Fryxel guarantees that the product delivered meets the concluded Agreement and the specifications stated in the offer.

3.2 Fryxel will do its utmost to provide a high-quality service. Fryxel shall only be bound by a best efforts obligation.

3.3. Fryxel will endeavour to deliver a service within 24 hours of ordering it.

4. Liability of Fryxel

4.1. Fryxel shall not be liable for any changes to the General Terms and Conditions.

4.1.1. Fryxel is not obliged to pass on any changes to the General Terms and Conditions to its Customers.

4.2. Fryxel shall not be liable for any loss of files.

4.3. Fryxel shall not be liable for any content offered or displayed on any Client Services provided by Fryxel.

4.4 Neither Fryxel nor the Client shall be obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure shall in any case mean: war(s), riots, strikes, acts of war, fire, water damage, flooding, atmospheric conditions, prolonged power outages, modifications or maintenance to the telecommunications and/or electricity network of others, acts of nature, cable breaks, attacks on a network/server including DDoS and DoS, disruptions in networks important to Fryxel, disruptions in communication links including telecommunications links or prevention or refusal/long-term absence of performance by suppliers/personnel on whom Fryxel depends in the performance of its work.

4.4.1. If a force majeure situation has lasted longer than thirty (30) days, the parties shall have the right to terminate the Agreement in writing. In any case, the Customer will continue to owe the rate for the month in which termination took place.

4.4.2. Fryxel shall not be liable for the damage caused by force majeure.

4.5. Fryxel shall not be liable for removing access to contact if the Customer is disrespectful, hateful or abuses the system.

4.6. Fryxel retains the rights at all times if necessary to access the files on the Services or Products concluded by the Customer without prior consent.

4.7. Fryxel shall not be liable for any price adjustments of its Products or Services provided that these are communicated to the Client 1 month in advance.

4.8. Fryxel reserves the right to discontinue services if they are in conflict with Fryxel's General Terms and Conditions.

4.9. Delivery times are subject to installation errors. Fryxel employees will do their utmost to deliver the concluded Agreement as soon as possible.

5. Obligations and liability of the Customer

5.1. The Customer is at least 16 years old or has the consent of a legal representative.

5.2. The Customer is not permitted to crack the software used or created by Fryxel and/or remove the license check from the code.

5.3. The reselling of the software created or used by Fryxel is not permitted.

5.4. In the event of negligence by, for example, sharing passwords or login details, the Client is solely responsible.

5.5. If the Customer finds a security risk or bug with Fryxel, the Customer must report it.

5.5.1. If the Customer abuses a security risk or bug, Fryxel shall be obliged to recover from the Customer the damage incurred including administration costs.

5.6. The Client is solely responsible for the files that he hosts on Fryxel's services.

5.6.1. Fryxel shall not be responsible for any loss of files due to the actions or omissions of the Client.

5.6.2. Fryxel is never responsible for any type of file loss.

6. Right of withdrawal and refund

6.1. Have terminated a product within 14 days can be refunded in the remaining amount of the unused days. Fryxel has a period of 10 days to book this back.

6.2. Fryxel will under no circumstances issue refunds on the concluded Agreement unless otherwise stated in Fryxel's Terms and Conditions.

6.3. Refunds must be requested by the Customer and Fryxel will make a decision on whether to refund within 14 days.

6.4. Refunds are only possible on the invoice of the following months.

7. Service use

7.1. In the event of excessive use of Fryxel's Services, Fryxel is authorized to either limit the Services or send an additional invoice for the overused portion of the service including administrative fees.

7.2. Fryxel prohibits Customer from using our Products or Services for:

- (D)DoS purpose
- Swindling
- Disclosing legally punishable material and/or using it for legally punishable purposes
- Hosting any copyrighted material
- Misuse the mail server for mass emails, spam, phishing or other ways to abuse the mail server or harass others.

7.2.1. If the Customer violates any of the provisions of Article 7.2 or any other provision of the Fryxel General Terms and Conditions, Fryxel shall be entitled to terminate the service immediately and to recover any loss from the Customer and, if necessary, to report it to the police.

7.3. If you deliberately or intentionally fail to secure your service(s) or product(s) properly so that other Fryxel Customers are endangered or experience problems by them, this may lead to the termination of our Agreement.

7.4. Fryxel is entitled to suspend a service if it is using data traffic excessively (more than 10 times the average usage).

7.5. Fryxel does not provide software support on any software installed by the Customer on Fryxel's Products or Services.

8. Prices, offers and quotations

8.1. Fryxel is authorized to adjust the prices of its Products or Services at any time (see Article 4.7).

8.2. Any typing and programming errors made by Fryxel in the prices on the website, leaflets, offers and other documentation of Fryxel are subject to change. Fryxel shall not be liable for the consequences thereof.

8.3. All prices shown are in euros and are exclusive of turnover tax and other levies imposed by the government. On the Fryxel website aimed at the private market, all prices include value added tax and other government levies.

8.4. If the Client does not agree with a change in prices and/or rates announced by Fryxel, the Client shall be entitled to terminate the Agreement with Fryxel within three working days of the announced change.

9. Payment

9.1. Completed Agreement between Fryxel and the Customer is standard one month unless otherwise agreed.

9.2. The Agreement will be tacitly renewed for the same period as agreed in the invoice, unless one of the parties cancels the Agreement by letter, ticket or email at least one month before the expiry of the agreed period. Cancellations sent by the Client must be confirmed by Fryxel.

9.3. Offers made by Fryxel are without obligation unless otherwise indicated.

9.4. An invoice will be made by Fryxel 10 days before the next payment day. At 1, 3 and 7 days before the payment date the Client will receive a reminder about the payment date of the invoice. If the Client has not paid within 5 days after the payment date, extra costs will be charged automatically. These are 10% of the total amount of the invoice but with a minimum amount of 1,50 euros.

9.5. If the Customer has still not paid 10 days after the payment period mentioned in Article 9.4, Fryxel has the right to delete the Customer's account, all data and information.

9.6. If the Client is a natural person not acting in the course of a profession or business, the Client shall be entitled to dissolve the Agreement without giving reasons within fourteen days of its conclusion, unless Fryxel has already started to implement the Agreement and/or the Client has already used the service.

9.7. If the Client orders a custom-made service such as a domain name, dedicated machine, or a service with adjusted specifications will have it mentioned in the order form, the right of withdrawal will cease to apply with immediate effect.

9.8 Fryxel is entitled to make a refund to the Client's account with Fryxel minus transaction and possible administration costs.

10. Sponsorships

11.1. All Products moved and/or created to Fryxel through a sponsor Agreement shall be and remain the property of Fryxel unless otherwise agreed to in writing.

11.2. In the event that the other party fails to comply with their agreements or if there is a suspicion of a scam, Fryxel shall have the right to suspend the Services related to the sponsorship until a solution is found.

11.3. Should the other party wish to terminate the sponsorship, thirty days' notice must be given. If this does not happen, the costs incurred will be charged. Also, any Services will be suspended until the full amount is received.

11.4. Fryxel has the right to terminate sponsorship immediately if its Products or Services are used in a way that contravenes the General Terms and Conditions.

11. Complaints

11.1. If complaints are made by the buyer and these are found to be justified by Fryxel, Fryxel will, at its discretion, come to an arrangement with the buyer, on the understanding that Fryxel's liability will always be limited to a maximum of the invoice amount (per month) for the goods in question. Any liability on the part of Fryxel for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect or consequential damage or damage due to loss of profits.

11.2. Fryxel shall not be liable for any damage caused by intent or equivalent recklessness on the part of non-managerial staff.

12. Backups

12.1. We make irregular backups of our servers and therefore do not have a recent backup of client services present at all times.

12.2. The customer is responsible for backing up their service.