

LEGAL RELATIONSHIP

1. These Terms and Conditions and the Price Quotation(s) govern the contractual relationship between LEVEL27 and the CLIENT (hereinafter also referred to as the 'Contract') in connection with the activities and services of LEVEL27 relating to web hosting, domain names, cloud servers, IT consultancy and IT services. Third-party supplier terms and conditions (such as licence conditions, SLAs, domain registration conditions, etc.) that were communicated to the CLIENT prior to the conclusion of the Contract, will also apply supplementarily and in full where appropriate. If there is a conflict between the terms and conditions of such third-party suppliers and the terms and conditions of LEVEL27, the general terms and conditions of LEVEL27 will take precedence.
2. The Contract will be formed from the moment that the CLIENT accepts the Price Quotation(s). By doing so, the CLIENT acknowledges having thoroughly read, understood and accepted both these Terms and Conditions and the Price Quotation(s), as well as having been adequately informed about the subject matter of the Price Quotation(s). General terms and conditions or invoicing conditions if any of the CLIENT shall not apply, even supplementarily, under any circumstances, not even in connection with the use of order forms of the CLIENT.

EXECUTION

3. LEVEL27 undertakes to exercise the necessary care in executing the assignments entrusted to it and is only charged with a best-efforts obligation ("to the best of its ability"). Any advice is provided purely without obligation.
4. Any delivery periods are provided only and exclusively for information purposes and are therefore not binding on LEVEL27, unless explicitly agreed otherwise in writing. However, any delay in the execution can never give rise to any penalty, payment for damages, compensation or rescission of the Contract.
5. At every stage of execution, the CLIENT will provide LEVEL27 with all the information that LEVEL27 deems necessary to perform the Contract, in advance and, in any event, within the period to be determined by mutual agreement between the parties. If this required information is not provided to LEVEL27 on time, LEVEL27 will have the right to suspend execution and/or to invoice the CLIENT for the additional costs resulting from the delay. The CLIENT will be solely responsible for ensuring that all the data provided by him/her or it can be used lawfully and furthermore, that the same do not violate anyone else's (intellectual property) rights. If there is any dispute on this point, the CLIENT will indemnify LEVEL27 in accordance with Clause 36 below, where appropriate.
6. LEVEL27 has the right to use subcontractors.

HOSTING SERVICES

7. After the cooperation commences, the CLIENT shall receive a username and password, to be used to gain access to the system location provided by LEVEL27.
8. If the Contract includes the provision of resources such as, but not limited to, disk space of equipment, memory or CPU, the CLIENT shall not exceed the agreed disk space. If the agreed maximum space is exceeded, LEVEL27 will charge an additional fee in accordance with the usual rates set out in the Price Quotation(s).
9. The Contract shall only include the provision of back-up, fall-back and recovery services if this has been agreed in writing.
10. The agreement is entered into for the agreed period, failing which, a period of twelve (12) months applies, where such period is tacitly extended every time for the duration of the original period, unless written notice of termination is given one (1) month before the anniversary of the agreement.
11. LEVEL27 has the right to remove the CLIENT's website(s) from the system immediately and without prior notice if the website:
 - 11.1. is the cause of persistent or frequent technical failures of the system;
 - 11.2. is visited so often that it causes technical malfunctions in the system;

11.3. it is determined by LEVEL27 that the website was the target of an attempted or successful hacking attack;

11.4. is used for sending spam in any form whatsoever;

11.5. or the CLIENT violates public order or moral values.

12. Only if agreed in writing will LEVEL27 assist in transferring the website and the accompanying domain to the Client or to another web hosting service supplier at the time at which or after the Contract comes to an end, and this subject to payment. Unless there is an express agreement between LEVEL27 and the CLIENT to the contrary, the following files will be deleted from the system (data, websites, email addresses, aliases and mailing lists) without the need to complete any formalities after the Contract comes to an end.

DOMAIN NAMES

13. If LEVEL27 performs services for the CLIENT with regard to a domain name, such as application, renewal or transfer to a third party among others, the rules and procedures of the relevant authority or authorities must be duly complied with. LEVEL27 will provide the CLIENT with a written copy of such terms and conditions upon request. The CLIENT shall be liable to pay all the costs related to the application and/or registration plus a handling fee as may be agreed upon or in accordance with LEVEL27's usual rates.
14. Under no circumstances can LEVEL27 be held responsible if a domain name that is requested by the CLIENT cannot be allocated to the CLIENT, regardless of the grounds for the same.
15. LEVEL27 is not responsible for the content and composition of the domain name, nor for the use made of the domain name. The CLIENT is the sole person to assume responsibility for being entitled to use the domain name and for ensuring that it is not used unlawfully vis-à-vis one or more third parties.

COMPLAINTS

16. Complaints, if any, must be communicated by registered letter within eight (8) calendar days after the alleged fault or negligence was discovered or could reasonably have been discovered, upon penalty of forfeiture of the right to complain. LEVEL27 will not accept any complaint made outside this period.
17. A possible complaint or dispute can never be a reason to withhold payment; immediate payment of what will be due and payable at a future point in time can be demanded.
18. If defects occur and are reported on time, LEVEL27 will always be at liberty to choose whether to repair the defects or to pay compensation for damages in connection with the same.
19. Upon penalty of forfeiture, the CLIENT must bring any legal action before the competent court within six (6) months after the alleged failure has been established.

PRICE

20. The prices are specified in the Price Quotation(s). The prices quoted are stated in euros, excluding VAT, apply only to the order in question, and not to any similar future orders.
21. The agreed prices will be invoiced periodically. No payment obligations can be cancelled, and amounts already paid will not be refunded.
22. The prices quoted in the Price Quotation(s) are always based on the terms and conditions of wages, materials and services applicable at the time. LEVEL27 reserves the right to adjust its prices annually on the anniversary of the agreement in accordance with the consumption price index according to the following formula.

$$\text{Base price} \times \text{index month prior to anniversary of the agreement} / \text{index month prior to commencement of the contract}.$$
23. All work not provided for in the Price Quotations(s) and carried out by LEVEL27 in consultation with the Client shall be regarded as additional work which shall be invoiced 'on a cost-plus price' applicable at the time. These additional works may be proven by any possible means, including but not limited to list of contractually assigned work, communications, etc.

INVOICE TERMS AND CONDITIONS

24. All LEVEL27 invoices are due within thirty (30) calendar days, and an invoice will be sent electronically (by e-mail).
25. In case an invoice has not been paid at all or in full on the due date, a fixed and irreducible damage compensation equal to 10% of the amount owed, subject to a minimum of €250, shall be added to each invoice, by operation of law and without the need to issue a prior notice of default. In addition, delayed payment interest will be due ipso jure at a rate equal to the rate of interest laid down by law as determined by the legislature within the framework of the applicable law on combating late payment in commercial transactions, without the requirement of prior notice of default.
26. In case of non-compliance with the agreed payment terms, all outstanding invoices shall become immediately due and payable and LEVEL27 shall be entitled, without the need to issue any notice of default or for judicial intervention, to suspend further performances or to regard the agreement as dissolved, without prejudice to a claim for damages.
27. If there is a dispute, the CLIENT must protest the LEVEL27 invoices by registered letter within eight (8) calendar days after they have been received, on penalty of forfeiture.

LIABILITY

28. LEVEL27 is not liable for the acts or omissions of third parties with whom LEVEL27 has collaborated, or for the services provided by third parties engaged by LEVEL27. As far as the products and/or services of third-party suppliers are concerned, the CLIENT accepts that the liability of LEVEL27 shall be limited to the extent to which third-party suppliers accept their own ability for the same (and such liability shall be as extensive or as limited) as that accepted by such third-party suppliers.
29. Under no circumstances can LEVEL27 be held liable for the content of the CLIENT's website or for the non-performance or malfunctioning of the website through the fault of the CLIENT, third parties or due to external factors, including but not limited to: interruptions in, or blocking of, access to the system or the Internet, a lack of security for the CLIENT's stored data, actions of others or of Internet users, login procedure, account, e-mail addresses and IP addresses, etc.
30. Given the large number of nodes with human intervention on the internet, the use of local networks and wireless communication, information obtained or sent via the internet is freely accessible. LEVEL27 cannot be held liable for damages in any form whatsoever caused by sending confidential or secret information via the internet.
31. LEVEL27 is not responsible for the security of the CLIENT's website(s) or computer system and can therefore never be held liable for misuse by third parties of the data stored by the CLIENT.
32. LEVEL27 shall also not be liable if the failure or delay is due to force majeure; for these purposes, force majeure shall include, but not be limited to: interruption of telephone or cable distribution, attacks, fire, floods, pandemics or; errors or conduct of third parties, force majeure in the form of illness within the team. This list is not exhaustive.
33. Should LEVEL27 nevertheless be held liable, its intervention will be limited as follows:
34. LEVEL27 may only be obliged to pay compensation for direct damage to the exclusion of all indirect damage such as, but not limited to: loss of profit, loss of turnover, consequential damage or any disputes initiated by third parties.
If there is any attributable failure, the total compensation for damages by LEVEL27 will be limited to the value of the omitted performance as stated in the Service Level Agreement.
35. The CLIENT will indemnify LEVEL27 against all claims for damages enforced by third parties concerning damage caused in any manner by the unlawful or careless use by the CLIENT or its employees of the products and services delivered to the CLIENT.
36. The CLIENT is also liable for any damages that LEVEL27 might suffer as a result of an attributable failure by the CLIENT in the fulfilment of its obligations arising from the contract and these terms and conditions.

FINAL PROVISIONS

37. The Contract comprises the entire agreement relating to its subject matter, and replaces and annuls all prior communications, arrangements and agreements, whether written or oral, expressed or tacit, between the parties.
38. The hierarchy of applicable agreements is as follows (in order of importance): signed Price Quotation(s), framework agreements, General Terms and Conditions of LEVEL27, processing agreements.
39. The parties undertake to provide correct and complete contact details and to notify each other of any changes no later than fifteen (15) calendar days after such change.
40. Unlike the CLIENT, LEVEL27 has the right to transfer all or part of the rights and obligations arising from the Contract to third parties without the CLIENT's consent. Where appropriate, LEVEL27 will inform the CLIENT of such (partial) transfer.
41. If a court or another competent body pronounces any provision of this Contract fully or partially null and void or unenforceable, this agreement will continue to exist with regard to its other provisions and the remainder of the provisions referred. The parties agree that, in such a case, the invalid or unenforceable provision will be deemed to be replaced by a valid provision that corresponds to the parties original intention.
42. Any failure by LEVEL27 to demand the performance of the provisions of the Contract cannot imply any waiver or relinquishment of the application of such or any other provision.
43. In the event of any dispute regarding the formation, performance, compliance, validity or any other dispute under the Contract, the courts of Antwerp, Hasselt Division, shall have sole jurisdiction. The present General Terms and Conditions shall solely be subject to the laws of Belgium.
44. LEVEL27 has the right to do the following:
 - 44.1. unilaterally amend these general terms and conditions; these amendments also apply to existing agreements with effect from thirty (30) days after written notification of the new general terms and conditions. If the CLIENT is unable to agree to the same, it may terminate its collaboration with LEVEL27 within thirty days of such written notice, after which LEVEL27 shall prepare an invoice if necessary;
 - 44.2. refer to the cooperation with the CLIENT as a reference for promotional purposes.