Terms and Conditions

Site B.V. | Effective date 1 January 2027

These are the general terms and conditions of Site B.V., established at Operetteweg 7, 1323 VJ Almere, the Netherlands, registered with the Dutch Chamber of Commerce under number 53309847, hereinafter: ‘Site’.

1. Definitions

1.1 In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise:

Customer(s): The party or parties Site or its legal successor(s) enters into an agreement with;

Service(s): every form of service provided by Site to the Customer, including web hosting, provision of email, mediation in the registration of domain names, provision of SSL certificates, installation of software and/or provision of (the framework of) websites and web shops;

Agreement: any agreement whereby Site undertakes to perform work for the Customer;

In writing / written: the term 'written' 'in writing' also includes by email or other electronic means where the latter is suitable for permanent storage;

Site: the user of these general terms and conditions.

2. Applicability and amendment

2.1 These general terms and conditions shall apply to all Site offers and Agreements. Any terms and conditions of the Customer are expressly rejected.

2.2 Site is entitled to change these general terms and conditions from time to time. The latest version of the general terms and conditions shall always apply. Amendments shall be announced at least thirty (30) calendar days before they come into force, by means of personal notification or publication on Site's website.

2.3 In case of disagreement about the interpretation of these general terms and conditions, the Dutch version shall prevail.

3. Offer and Agreement

3.1 All offers are entirely without obligation and subject to printing and typesetting errors. In the absence of a specific and detailed offer, the description of the Service on Site's website shall be binding. Until the offer is accepted, Site has the right to withdraw the offer.

3.2 If an offer has a limited validity period or is otherwise subject to conditions, this shall be stated in the offer. If the offer does not state this, the period of validity is one (1) month.

3.3 The Agreement between the parties is concluded as soon as Site has confirmed the conclusion of the Agreement in writing.

3.4 Site may refuse to make an offer at any time. This is the case, for example, when a previous Agreement with the Customer has been terminated due to non-performance by the Customer. Site may also dissolve the Agreement up to three (3) working days after acceptance on this ground. Site will provide the refusal with a motivation.

3.5 A consumer may withdraw from a Service Agreement within 14 days after it is concluded by giving Site a clear statement, for example by email to support@site.eu or by post to Site B.V., Operetteweg 7, 1323 VJ Almere, the Netherlands. The consumer may use the model withdrawal form linked in the website footer. For an Agreement concluded online, the consumer is also entitled to an online withdrawal function. When it is used, Site acknowledges receipt by email without undue delay, including the

content, date and time of the withdrawal. If the consumer expressly requests an early start and withdraws before full performance, Site may charge only the proportion already supplied, where the statutory requirements are met. Site returns any refund due within 14 days of receiving the withdrawal, using the original payment method unless the consumer expressly agrees to another method at no cost.

Site starts a domain registration, renewal, restoration or transfer immediately after the order, or on the renewal date scheduled under article 6.5. Where advance payment is required, Site starts on receipt of payment. Completion depends on the registry. To order immediate performance, the Customer must expressly request it and acknowledge that any right of withdrawal ends once Site has fully performed the ordered domain service. Site records the request and acknowledgement and confirms them on a durable medium. Merely submitting a request to the registry does not establish full performance.

A completed domain order is non-refundable unless article 6.12 or mandatory law gives the Customer a refund. If the registry refuses the order, Site refunds the amount paid for that order. Completing a domain transaction does not end the right of withdrawal for ongoing hosting or an uncompleted bundled service.

3.6 30-day guarantee for new plans. To use the guarantee, the Customer must fully cancel the new web hosting or website builder plan in the dashboard within 30 days of ordering and then ask Site Assistant for a refund. Turning off automatic renewal leaves the plan active until expiry. Once the refund is requested, Site credits the price paid for the plan to the Customer’s online wallet. The Customer may request a payout of the available credit under article 10.2. Renewals, restorations, upgrades and domain names are excluded. This voluntary guarantee is additional to article 3.5. A Customer exercising a statutory right of withdrawal receives the refund provided for in article 3.5.

4. Execution of the Agreement

4.1 Site shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. Site shall make every effort to ensure optimal availability and proper functioning of its Service. Site does not, however, guarantee any specific result, with the exception of the provisions in article 5.1.

4.2 The Customer is obliged to do all that is reasonably necessary and advisable to enable the timely and proper execution of the Services. In particular, the Customer shall ensure that all items and data that Site indicates are necessary or that the Customer should reasonably understand are necessary for the execution of the Services are provided to Site in a timely manner.

4.3 Delivery times are indicative. Exceeding agreed delivery times, for whatever reason, does not give a right to compensation, unless explicitly agreed otherwise in writing.

4.4 If and insofar as the proper execution of the Agreement requires it, Site shall be entitled to have certain activities carried out by third parties. Site shall not be liable for errors or defects of third parties introduced by or at the request of the Customer.

4.5 Complaints about the execution of the Agreement must be reported to Site by the Customer immediately after discovery, but within fourteen (14) days at the latest. A notice of default must contain as detailed a description as possible of the shortcoming so that Site can respond adequately. If the complaint is well-founded, Site shall still carry out the work in question correctly. If that is not reasonably possible, Site shall only be liable within the limits of Article 11.

4.6 If the Customer suffers damage as a result of an (alleged) failure on the part of Site to comply with the Agreement, the Customer must report the damage to Site within thirty (30) days after the damage arose on penalty of forfeiture of rights.

5. Delivery of the Service

5.1 If the Service consists of web hosting and/or making email and/or a website available, Site shall make every effort in this Service to achieve uninterrupted availability of these systems and networks, and to realise access to data stored by the Customer. Furthermore, Site guarantees an uptime of 99.95% per month. If Site does not achieve this guarantee, the Customer shall have the right to a refund of one month's amount. This month will then be credited by Site to the online purse of the Customer, as visible in his account. However, Site shall under no circumstances be liable for damage that is the result of a malfunction or downtime.

5.2 Network connections, including the Internet, are used for the provision of the Service. These network connections are not under the control of Site. Therefore, Site shall not be liable for any failure of the required connections or processing or otherwise the proper functioning of its Service, when this is due to factors beyond its control.

5.3 Site will make every effort to keep the systems and software it uses up-to-date. However, Site is dependent on its supplier(s) in this respect. Site has the right not to install certain updates or patches if it deems that the correct delivery of a Service will not be improved. In particular, Site may postpone the installation of an update or patch until it has been able to adequately test and evaluate it.

5.4 The Customer shall keep the hardware and/or software used by him for a Service up-to-date, particularly where security updates are concerned. Site may give instructions in this respect that the Customer must strictly follow.

5.5 Storage, data traffic and other resources, including CPU and memory, are those stated for the chosen plan on Site’s website at the time of ordering. An express limit in the selected plan takes precedence over the general description of capacity in Site’s Fair Use Policy. Where the plan describes a resource as “unlimited”, fair use applies. Usage must remain within what is normal for that type of website or email account. If use substantially exceeds normal levels or burdens Site’s systems, Site may limit the affected resource or offer a larger plan. A higher price applies only if the Customer accepts the offer.

5.6 If the purchased Service consists of the use of e-mail, Site offers this Service including a spam filter. If Site discovers that spam is being sent from the e-mail account of the Customer, Site shall be entitled to block the sending of such emails.

To prevent spam, Site limits the number of emails that can be sent per domain per day. The limit depends on the plan and may be raised on request where the plan allows. Site may temporarily block outgoing email if the limit is exceeded or spam is sent. Messages submitted during the block are not queued for later delivery and must be sent again after the block is lifted.

5.7 Site makes backups for its own disaster recovery and retains them on a rolling 30-day basis while the Service is active. This operational backup arrangement does not provide a separate customer backup service. The Customer is responsible for keeping its own backups. On request, Site can make a backup from that period available if a suitable copy exists. The availability of a particular restore point depends on the copies available for the affected Service. Any specific backup commitment in the chosen plan continues to apply. A restore requested by the Customer is extra work under article 5.12. The return and deletion of personal data at the end of a Service are governed by article V.9 of the Data Processing Agreement.

5.8 Site has the right to (temporarily) not provide the Services and/or to limit or suspend the use thereof if the Customer fails to fulfil an obligation towards Site with regard to the Agreement or acts in conflict with these terms and conditions.

5.9 Site may put all or part of its Services temporarily out of operation for preventive, corrective or adaptive maintenance or other forms of service without being liable for damages. Site will not allow the outage to last longer than necessary and as much as possible outside office hours, unless parties have agreed otherwise in an SLA.

5.10 The Customer can contact Site's support team 24/7 by email, WhatsApp and Telegram. An AI assistant may answer first. Site identifies the AI assistant as such, and a staff member takes over when needed. Site replies within 24 hours of receiving the message and often much sooner.

5.11 Site offers the Customer the possibility to move his website (in principle) free of charge. However, Site cannot guarantee that every website can be moved with its relocation service. The Customer can best enquire about this via the helpdesk referred to in the previous paragraph. If the move takes longer than one (1) hour, Site shall be entitled to charge costs. In that case, Site will submit a cost specification to the Customer in advance.

5.12 Site carries out work outside the agreed Service, such as cleaning a compromised website, restoring data at the Customer's request or other manual work, only after the Customer approves the scope and the quoted price or rate. Site invoices approved extra work separately. Work that Site already owes under the Agreement or mandatory law remains covered by that obligation.

6. Domain names, IP addresses and SSL certificates

6.1 If the Service (also) comprises the fact that Site will act as an intermediary for the Customer in obtaining a domain name, IP address and/or SSL certificate, the provisions of this article also apply.

6.2 Application, allocation and any use of a domain name, IP address and/or SSL certificate depend on and are subject to the applicable rules and procedures of the relevant registration authorities, such as RIPE, ICANN, the Stichting Internet Domeinregistratie Nederland, or the issuing certification authority. The relevant authority decides on the allocation. Site only plays an intermediary role in the application and provides no guarantee that an application will be honoured.

6.3 Only the confirmation by Site, which states that a domain name, IP address and/or SSL certificate has been allocated, or the start-up thereof for a Service, is proof of allocation. An invoice from Site for application or mediation is not confirmation of registration.

6.4 The Customer shall indemnify and hold Site harmless for any damage relating to (the use of) a domain name, IP address and/or SSL certificate on behalf of or by the Customer.

6.5 Domain registrations renew automatically for the registration term originally selected, subject to the applicable registry rules. In the dashboard the Customer can turn off automatic renewal and choose how many days before expiry Site attempts renewal, within the deadlines for the extension. Turning off renewal does not reverse a renewal already carried out.

For each domain extension, the registry sets how far in advance of expiry it must receive a renewal or notice of cancellation to prevent a new term. Site adds one day to the applicable registry notice period. A renewal request or cancellation must therefore reach Site at least one day before the relevant registry deadline. If the Customer has scheduled automatic renewal for an earlier date, it must be turned off before it is carried out to avoid a new paid term.

Site may debit the online wallet for renewal. If the debit creates a negative balance, the Customer must clear it within 30 days. If automatic renewal fails, for example because of insufficient funds or a failed payment, Site notifies the Customer and gives the Customer the opportunity to renew for as long as the registry permits it. The Customer remains responsible for timely renewal. Site sends expiry reminders to the registered contact email, including the notices required for the extension. The possible charges under article 10.8 apply on the conditions stated there.

If the registration expires, the registry's rules determine whether ordinary renewal is still available, whether restoration is possible and for how long. If restoration is required, the Customer pays Site's retail restoration price, which includes the registry fee and Site's own markup and can be substantially higher than the normal renewal price. When the Customer selects a domain name eligible for restoration in the dashboard, Site displays the total restoration price before the Customer confirms the restoration.

During redemption or quarantine, transfers and changes may be restricted or blocked under the registry's rules. If the domain is not renewed or restored in time, it may be released for registration by others on the registry's timetable. Site cannot guarantee its release date or availability.

6.6 Site is not liable for the Customer losing his right(s) to a domain name, IP address and/or SSL certificate or for the fact that a domain name or IP address is taken over and/or obtained by a third party, except in the case of intent or conscious recklessness on the part of Site.

6.7 Every domain name managed by Site is set to certain default settings. Through a button in his account the Customer can reach the advanced settings of the domain name. The use of this requires the necessary technical knowledge. Site therefore advises to leave the default settings on. If the Customer nevertheless switches off the default settings, he is responsible for his own actions. In that case Site is not responsible for downtime or errors that result from that.

6.8 Unless otherwise agreed, an IP address is only used for the duration of the agreement for the benefit of the Customer. IP addresses can be shared with other customers of Site, unless explicitly agreed otherwise. The Customer cannot claim or take an IP address unless this has been explicitly agreed in writing. Furthermore, Site is entitled to change IP addresses if this is necessary for a proper delivery of the Service(s) concerned.

6.9 If the Agreement is dissolved due to a breach of contract by the Customer, Site shall be entitled to terminate a domain name with immediate effect.

6.10 Site uses SSL certificates from Let's Encrypt. Upon payment of a further amount, the Customer has the possibility to extend this certificate to an EV-SSL certificate (Extended Validation).

6.11 Some registries require verification of the domain holder's details or additional information or documents. The Customer must supply a complete and accurate response by the stated deadline. If a registered domain is suspended or deleted because the Customer fails to comply with the registry's rules or to verify its details in time, the registration fee is not refunded, subject to mandatory law.

6.12 Some registries charge premium prices for particular domains. Where the applicable registry rules allow an existing domain to become premium or its premium price to change, Site notifies the Customer directly of the new total price, when it will apply, the response deadline and the available options. The Customer may expressly accept the higher price or cancel the domain and receive the full amount paid to Site for that domain's current registration period. An unchanged premium price that the Customer expressly accepted at registration continues to apply.

Silence does not authorise the higher price. If the Customer has not responded within 14 days of receiving the notice, Site may cancel the registration where permitted or turn off the next renewal. Site respects longer required notice periods, including article 10.7 where applicable, the rights attached to the paid term and any applicable right to transfer. If Site cancels the domain under this article, it gives the same refund for the current period.

6.13 The Customer pays the applicable registry charges for a transfer, change of domain holder or other requested change. Site shows the amount before the Customer confirms the request. A transfer requires a registration that is active or otherwise eligible for transfer under the applicable rules and is free of any valid transfer lock.

When a domain transfers to Site, the new paid-through date in the dashboard is the date the transfer to Site is completed plus the number of years the Customer has paid Site for. Site does not add any time remaining with the previous provider. The expiry date recorded by the registry under the rules for the extension may differ.

Once a transfer to another provider is complete, Site's price lock for that domain ends. Any years prepaid to Site for which Site has yet to renew the domain with the registry may be lost. The rules for the extension determine how much of the registration term already recorded by the registry carries over. A transfer to another provider does not entitle the Customer to a refund for the remainder of the period paid for at Site, subject to article 6.12 and mandatory law.

7. Rules of conduct regarding content

7.1 If a Service includes storage and/or forwarding of content provided by the Customer to third parties, as in the case of web hosting or sending e-mail, the provisions of this article apply.

7.2 The Customer shall refrain from storing and/or distributing content in violation of provisions of Dutch and European law, including but not limited to content that is child pornographic, defamatory, libellous, offensive, racist, discriminatory and/or hate-mongering, or that infringes the rights of third parties, including but not limited to copyrights, trademark rights and/or privacy rights, including in any case but not exclusively the spreading of personal data of third parties without permission or necessity or repeatedly bothering third parties with unwanted communication, containing hyperlinks, torrents or comparable information of which the Customer knows or should know that it refers to material that infringes the rights of third parties, contains unsolicited commercial, charitable or idealistic communication ("spam") or contains malicious content such as viruses or spyware ("malware").

7.3 The Customer shall refrain from hindering other users of the Services or Internet users, causing inconvenience or damage to the systems or networks. The Customer is prohibited from storing or sending data or starting up processes or software, whether or not via Site's systems, of which the Customer knows or can reasonably suspect that this hinders or could cause damage to Site, other users of the Services or Internet users.

7.4 If, in the opinion of Site, there is a violation of the above paragraphs or of article 5 paragraph 4 or 5, Site shall be entitled to take all measures it reasonably considers necessary to terminate or limit the impact. This includes, among other things, the right to block or make inaccessible information or to disable software.

7.5 If it is sufficiently plausible that a wrongful act is being committed against a third party, and this third party has a real interest in handing over the personal data of the Customer or a user of a Service, then Site is entitled to make these personal data available to this third party. In this situation, Site shall weigh up the interests and, as far as this is feasible and permissible, inform the Customer in advance of its intention to do so. In other cases, Site shall only hand over the data after an official or court order. Site is also entitled to file a criminal report in the event of (suspected) illegal acts.

7.6 Site shall inform the Customer of any measures taken in the context of this article. No liability is accepted for the consequences of such measures. If Site has to incur costs to end a violation or limit the impact, these will be recovered from the Customer.

7.7 The Customer indemnifies Site against all legal claims relating to the data, information, website(s) and the like stored by the Customer.

7.8 Site regularly scans hosted websites and accounts for signs of compromise, malware and outdated or unsafe software, including PHP, WordPress and plugins. If Site detects an issue, it notifies the Customer, who must fix it as soon as possible. If there is a risk to Site’s systems, other customers or third parties, Site may immediately isolate, limit or suspend the affected Service until the risk has been resolved. Site informs the Customer of the measure and what is needed to restore access. Cleaning up or restoring the Customer’s website is the Customer’s responsibility, subject to Site’s own obligations. If Site is asked to do that work, article 5.12 applies.

8. Notice and take down

8.1 Site acts as a neutral intermediary when providing web hosting services and is therefore (in principle) not involved in the content that customers store or transmit via its systems.

8.2 If a third party informs Site about the possibly illegal nature of hosted material, including material that is in conflict with these general terms and conditions, Site shall give the Customer concerned the opportunity to respond to this statement, unless it concerns an urgent case in which Site, customers of Site and/or third parties suffer damage.

9. Reseller activities

9.1 The Customer has the possibility of upgrading his account to a reseller account for a fixed annual fee, whereby the Customer can resell the Services offered to his own end customers for a fee ("Reselling"). If the Customer does so, the provisions of this article will also apply.

9.2 The Customer acts in its own name, for its own account and risk with Reselling and is not entitled to conclude agreements for or on behalf of Site or to create the impression that it is an agent or representative of Site. In case of Reselling, the Customer is solely responsible for providing support to its own end customers. Site only provides support to the Customer itself.

9.3 The Customer is free to determine its offer and prices to its own end customers, within the agreed limits of Site. However, the Customer must at all times impose at least the same obligations on its end customers as those laid down in these general terms and conditions, in particular with respect to article 7 (Rules of conduct). Site may require that the Customer submit proof of this.

9.4 Non-payment or late payment by end customers of the Customer does not release the Customer from its payment obligations towards Site.

9.5 Site will only contact end customers of the Customer via the Customer, unless Site has an urgent reason to approach these end customers directly or authorises direct contact. (Impending) damage to Site's systems or networks, violation of the rules in article 7 and nuisance for third parties due to the activities of the end customers of the Customer are in any case compelling reasons.

9.6 The Customer is not allowed to use any trade name, brand name, logos or signs of Site in promotional or commercial communications with the aim of using the goodwill or good name of Site to attract end customers. The Customer may, however, communicate in a businesslike manner that it uses Site's products and/or services.

9.7 The Customer is at all times liable for everything that its own end customers do or fail to do via Site's systems or networks as if it had done this act itself.

9.8 In case of dissolution of the Agreement due to breach of contract by the Customer, Site shall be entitled to approach end customers of the Customer, inform them of the situation and offer them to continue their contracts with Site or an affiliated third party.

10. Prices and payment

10.1 Before checkout, website prices include VAT at the rate selected in the website footer as a preview. Selecting 0% displays prices excluding VAT. The VAT treatment that actually applies depends on the Customer’s country, business or consumer status and applicable tax law. Site shows the total payable, including any applicable VAT, before the order is placed. Site does not accept payments in any other currency than that stated. If no currency is indicated, all prices are in Euros.

10.2 The Customer is obliged to pay the amounts owed within fourteen (14) days after the invoice date. If the Customer has previously placed an order with Site and has thereby reached a certain threshold, the balance of the Customer's online wallet may be negative. In that case, the Customer will be given thirty (30) days to upgrade the balance to at least EUR 0. If the Customer does not do so in time, Site shall be entitled to charge extrajudicial collection costs in accordance with paragraph 5.

The Customer may ask Site’s helpdesk to pay out the available portion of a positive online wallet balance that comes from refunds on products ordered from Site or from affiliate earnings credited to the wallet. This includes refunds under article 3.6. Amounts the Customer deposits into the wallet are for purchases from Site and are ineligible for this payout. Mandatory refund rights, including those in article 3.5, continue to apply.

10.3 If the Customer acts in the capacity of a profession or company, the Customer shall not be entitled to suspend any payment or to set off amounts owed.

10.4 The fee is also due if the Customer does not use the Service or experiences disruptions.

10.5 If payment is overdue, Site sends a written payment reminder and gives the Customer 14 days to pay, beginning on the day after the reminder is received. For consumers the reminder is free of charge and states the amount of collection costs that will be due if the Customer does not pay in time. If the payment remains overdue after that period, Site may charge applicable statutory interest, including statutory commercial interest where applicable, and recover lawful extrajudicial collection costs.

If Site hands the claim over to a collection agency or bailiff, the Customer also owes the costs of collection. For consumers these follow the statutory scale, after a payment reminder with a 14-day term. For business customers Site may charge the actual costs.

10.6 If the Customer does not fulfil his/her payment obligations (in time) and payment is still not made after the reasonable period referred to in the previous paragraph, Site shall be entitled to suspend its obligations and/or terminate the Agreement without judicial intervention. In such a case, Site shall never be liable for the damage suffered by the Customer.

10.7 Site is entitled to unilaterally increase the prices of its services other than domain registrations and renewals from time to time, provided that this price increase is announced via Site's website or directly to the Customer at least two (2) months in advance. Price increases that are the result of changes in legal provisions or regulations do not need to be announced by Site in advance. If the Customer is not acting in the course of a profession or business and cannot agree with a price increase, he is entitled to terminate the agreement subject to a one-month notice period.

Site automatically recalculates domain prices each week using the fees charged by the registry for the extension and the applicable currency exchange rates. Published domain prices may rise or fall at any time as those inputs change, without the two months' notice provided for above. For an existing domain, the new price first applies to the next renewal for a period the Customer has yet to pay for.

Where Site offers a renewal of more than one year for the extension, the Customer can lock in the quoted domain price by paying in advance for the full period. While the domain remains with Site, that price is fixed until the paid-through date shown in the dashboard, even if Site renews the registration with the registry annually. Article 6.13 applies if the domain is transferred to another provider. Before an automatic renewal at a higher price, Site informs a consumer of the total price and the scheduled renewal date in time to turn off automatic renewal. Mandatory notice requirements and the specific rights for premium domains in article 6.12 apply.

10.8 If a payment fails or is reversed, such as a failed direct debit, a declined card payment or a chargeback, the Customer owes the costs this causes, including the fees Site's payment provider charges Site, plus a handling fee of €10 excl. VAT per failed or reversed payment. If the online wallet stays negative for more than 30 days, Site may charge an administration fee of €10 excl. VAT and suspend the Services and domain names until the balance has been paid.

11. Liability

11.1 Site's liability for direct damage that is the result of an attributable failure on the part of Site to comply with its obligations that arise from the Agreement, which expressly includes any wrongful act on the part of Site, its personnel and/or third parties that it engages, shall in any case be limited per incident or a series of related incidents to the amount that Site's Customer owes Site on an annual basis under the Agreement. Site's liability for direct damage shall never exceed the amount that Site's insurer is prepared to pay in such a case, less the amount owed by Site for the excess.

11.2 All liability of Site for indirect damage is excluded. Indirect damage is in any case understood to mean consequential damage, loss of profit, missed savings, damage to reputation, claims by third parties and business stagnation.

11.3 The limitations and exclusions of liability included in this Agreement also apply for the benefit of Site's personnel and any third parties deployed by Site, and will lapse if and insofar as the damage caused is the result of an intentional act or omission or conscious recklessness on the part of Site's management.

12. Force majeure

12.1 If Site is prevented from fulfilling one or more obligations arising from the Agreement due to force majeure, the fulfilment of the relevant and related obligation(s) shall be partially or fully suspended for the duration of such force majeure, without Site being liable to pay any compensation in this respect.

12.2 Force majeure shall be deemed to have occurred on the part of Site if, after entering into the Agreement, it is prevented from fulfilling its preparation or execution as a result of fire, an industrial action, a strike, flooding, water damage, war, threat of war, civil war, riots, terrorism, epidemics, acts of war, government measures, cyber attacks, faults in or failure of the Internet, obstructions in the execution, faults with payment service providers, faults in the supply of energy, all this both in the company of Site and third parties on whom Site depends for its services, and furthermore due to all other causes that arise outside the fault or sphere of risk of Site.

12.3 If the period of force majeure lasts longer than sixty (60) days, both Site and Customer shall be entitled to terminate the Agreement in writing with immediate effect. Dissolution in such a situation does not entitle either party to any compensation. However, Site shall in that case retain the right to the portion of the fee for the work that it has performed and to compensation for the costs that it has already incurred or that are unavoidable.

12.4 If Site foresees that it will be in a situation of force majeure, it shall inform the Customer as soon as possible.

13. Intellectual property and tools

13.1 All intellectual property rights on all analyses, designs, documentation, reports, software, advice, quotations and other materials developed, to be developed and/or made available by Site in the framework of the Agreement are the exclusive property of Site and/or its licensor(s).

13.2 The Customer acquires only the rights of use and powers arising from the Agreement between the parties or these terms and conditions, or otherwise granted in writing. Rights of use granted under this version are non-exclusive unless the nature of the Agreement requires otherwise or the parties agree otherwise in writing. Previously granted exclusive rights are preserved. Unless otherwise agreed in writing, rights of use are non-transferable and may not be sublicensed. The Customer may not modify works unless this has been expressly agreed or is necessary for the intended use or in order to rectify errors.

13.3 If the Customer makes material available to Site, the Customer grants Site a non-exclusive licence to use, publish and/or reproduce this material for the duration and in the framework of the Agreement. The Customer indemnifies Site against claims from third parties due to a violation of intellectual property rights of these third parties. The Customer also guarantees that the material she makes available to Site does not violate any statutory regulation.

13.4 Unless otherwise agreed in writing, the Customer shall not be permitted to remove or change any copyright notices, trademarks, trade names or other intellectual property rights from the material made available to the Customer.

14. Duration and termination

14.1 An Agreement runs for the period selected when ordering. The Customer may end a Service immediately at any time by selecting early cancellation in the dashboard. On early cancellation, amounts already paid are not refunded, except under articles 3.5, 3.6 or 6.12 or where mandatory law requires a refund.

14.2 Services renew automatically unless cancelled. After the initial agreed term the Service Agreement continues for an indefinite period. For ordinary cancellation, the Agreement may then be ended at the end of a calendar month with one month’s notice. A consumer may cancel a tacitly extended Service at

any time on no more than one month’s notice, or sooner where the law provides. The Customer may cancel via the dashboard or in writing. The right to cancel early under article 14.1 also applies.

The dashboard lets the Customer turn off automatic renewal and choose how many days before the end date Site attempts the renewal. Turning off renewal leaves the paid term available until its end. Domain registrations follow the extension-specific deadlines and terms in article 6.5. A late or failed renewal can lead to restoration costs under article 6.5 or payment-related costs under article 10.8 if its conditions are met.

14.3 Site is entitled to immediately suspend and/or dissolve the Agreement in writing if:

- the Customer is granted a suspension of payments, whether provisional or not;
- a petition for bankruptcy is filed against the Customer or if the Customer's company is liquidated other than for the purpose of reconstruction or merger of companies;
- the Customer dies; or
- after the Agreement has been concluded, Site has good reason to fear that the Customer will not be able to fulfil the Agreement.

15. Data protection

15.1 Site complies with applicable data protection law, including the EU General Data Protection Regulation (Regulation (EU) 2016/679, GDPR).

15.2 Personal data of the Customer shall not be stored for longer than is necessary to perform the Agreement, unless a different storage period applies on the basis of the applicable laws and regulations.

15.3 The attached data processing agreement applies to processing on behalf of the Customer as set out in V.1. Section C describes how Site uses personal data for its own purposes, including payments to Site.

16. Final provisions

16.1 The Agreement and these general terms and conditions shall be governed by Dutch law. The application of the Vienna Sales Convention is excluded.

16.2 All disputes arising from this Agreement and/or these general terms and conditions shall be submitted to the competent court in the district in which Site has its registered office.

16.3 The Customer may not transfer its rights and obligations arising from the Agreement in force between the parties to a third party unless Site has given its express prior consent in writing. However, this permission is not necessary in the case of a company take-over or acquisition of the majority of the shares of the Customer.

16.4 If any provision of these general terms and conditions turns out to be null and void or is annulled, the other provisions shall remain fully in force. The parties will in that case consult and agree new provisions to replace the void or voided provision(s).

16.5 The log files, versions of the communication between parties stored by Site and other forms of administration of Site shall be considered authentic and shall constitute full proof of Site's statements. The Customer is free to provide evidence to the contrary.

V.1 Applicability and formation

This annex governs the processing of personal data by Site B.V. on behalf of the Customer pursuant to Article 28 GDPR. It applies to the Services agreed via Site.nl, Site.es, Site.de, Site.fr and Site.eu where Site acts as processor. The parties, customer account, selected Services and term follow from the order, order confirmation and customer administration. A separate signature or separate agreement for each domain name is not required if this annex has validly become part of the Agreement.

From 1 January 2027, this annex forms part of new Agreements for which these terms and conditions are provided before the Agreement is concluded and incorporated into it. For existing Agreements, this version takes effect on that date without further action by the Customer to the extent that the agreed clause 2.2 permits this change and Site has given valid notice at least 30 calendar days in advance. If the Agreement or mandatory law requires a later date, that later date applies. In other cases, the previously agreed terms continue to apply until validly amended.

In the event of conflict, this annex prevails for matters concerning the processing of personal data on behalf of the Customer. It does not limit mandatory rights of data subjects, consumers or supervisory authorities. The language rule in article 2.3 and the remaining general terms and conditions continue to apply insofar as compatible with this annex and mandatory law. A separately agreed data processing agreement may be replaced only by a legally valid amendment.

V.2 Roles, instructions and term

The Customer is controller for the personal data that it has processed through the Services. If the Customer itself is a processor, Site acts as subprocessor and the Customer ensures the necessary authorisation and forwarding of instructions. The actual processing determines the role. For its own invoicing, statutory administration and other own purposes, Site may be an independent controller; this annex grants no additional right to use hosted customer content for those purposes.

Processing is limited to the purchased Services and the description in section A. Adding, removing or renaming domains within that assignment does not require a new signature. A material change to the purpose, data types, data subjects or security needs is assessed separately and documented where necessary. The obligations apply during the service and thereafter for as long as Site still stores or must wind down data on behalf of the Customer.

V.3 Instructions and confidentiality

Site processes personal data only on documented instructions from the Customer, including the Agreement, this annex, selected Service functions and authorised requests through the customer account or in writing. This also applies to transfers outside the EEA. If Union or Member State law requires other processing, Site informs the Customer in advance unless that notice is legally prohibited. If an instruction appears unlawful, Site informs the Customer without undue delay and suspends the relevant instruction until a lawful solution is reached.

Site limits access to authorised persons for whom access is necessary and who are bound by contractual or statutory confidentiality. This duty continues after their work ends. Site does not use data processed on behalf of the Customer for its own advertising, profiling, or training or general improvement of its own or external AI models.

V.4 Security and assistance

Site implements appropriate technical and organisational measures in accordance with Article 32 GDPR, taking account of the state of the art, implementation costs, the nature and scope of processing and risks to data subjects. Section A describes the agreed measures. Site documents their implementation, regularly checks their effectiveness and maintains the level of protection. It reports material changes to the Customer.

Taking account of the nature of processing and available information, Site assists the Customer with requests to exercise privacy rights and obligations under Articles 32 to 36 GDPR, including security, personal data breach notifications, data protection impact assessments and prior consultation. Site forwards requests from data subjects received directly without undue delay and answers them only on instruction or where legally required. It provides necessary information in time for the Customer’s statutory deadlines.

V.5 Personal data breaches

Site reports a breach of the security of personal data processed on behalf of the Customer without undue delay after becoming aware of it to the email address registered in the customer account or to the designated contact person, including where the breach occurs at a subprocessor. The report contains, insofar as known, the nature, affected data and persons, estimated numbers, likely consequences, measures taken or proposed and a contact person. Further information follows without undue delay. Site investigates, documents and contains the breach and cooperates with necessary notifications.

V.6 Subprocessors

The Customer gives general written authorisation for the subprocessors described in section B, solely for the stated services and subject to this annex. Before engagement, Site must have a binding agreement in place imposing the same applicable data protection obligations and providing sufficient guarantees. Site remains fully responsible to the Customer for the subprocessor’s compliance with those obligations.

Site keeps the names, addresses, contact details, tasks, data types, processing and access countries and required transfer safeguards for the actual processing chain current and available to the Customer, including for subsequent links. It reports the addition or replacement of a subprocessor at least 30 days in advance by email, with sufficient information for assessment. The Customer may object during that period for data protection reasons. Until resolution, the disputed new party receives no personal data. If no lawful solution is possible, the Customer may terminate the affected Service without an additional termination fee; V.9 continues to apply.

V.7 Processing outside the EEA

Before a transfer or access from outside the European Economic Area, Site documents the actual countries, recipients and valid legal basis under Chapter V GDPR. Where necessary, standard contractual clauses, a transfer impact assessment and supplementary measures are applied. Site provides the necessary information and evidence to the Customer. If the legal basis lapses, Site stops the relevant transfer or access until lawful protection is restored and informs the Customer. Mentioning a supplier or signing this annex is not an independent legal basis for a transfer.

V.8 Information, audits and costs

Site makes available all information needed to demonstrate compliance with Article 28 GDPR and this annex. It cooperates with audits and inspections by the Customer or an auditor appointed by the Customer and bound by confidentiality. Regular audits are announced reasonably in advance and scheduled during usual working hours. In the event of a personal data breach, concrete suspicion or supervisory authority request, faster audits may be necessary. The security and rights of others are protected without undermining the audit right; existing reports may serve as initial evidence.

Any reasonable costs for additional assistance or audits are agreed separately in advance. Cost arrangements must not prevent or unreasonably hinder statutory rights, timely incident handling or necessary audits. This article creates no automatic fee.

V.9 Return and deletion

At the end of a Service, the Customer chooses between return and deletion of the personal data processed on its behalf for that Service. Site draws attention to this choice in time and coordinates the wind-down. Without a timely request for return, the instruction to delete applies. For return, Site makes the data available through available export functions or another agreed route in a commonly readable format; the Customer’s own export is not a condition of this right.

Site deletes active data immediately at the end of the Service or after completion of the chosen return. Remaining copies are also deleted; routine backup copies are deleted no later than 60 days after the end of the Service by deletion or permanent overwriting. Until then they are protected and access is restricted. If restoration is necessary, data already designated for deletion is deleted again. This final deadline takes precedence over a longer normal backup cycle.

If Union or Member State law requires further retention, Site informs the Customer insofar as permitted, isolates the data, limits use to the statutory purpose and deletes it after the requirement ends. On request, Site confirms the wind-down and treatment of remaining copies. These duties also apply at the end of an individual Service and to subprocessors.

V.10 Relationship with the general terms and conditions

The Customer’s responsibility for its own systems, content and own backups under the general terms and conditions remains. This annex concerns personal data within the Services supplied by Site and copies managed by Site and provides no additional general restoration or availability guarantee. Suspension or termination of the service does not affect security, confidentiality, return or deletion. Commercial liability arrangements continue to apply insofar as legally permitted and compatible with this annex; mandatory rights and liability under the GDPR are not limited.

Amendments are recorded in writing or electronically. V.6 applies to supplier changes. Confidentiality, protection and necessary audit and wind-down duties continue until full lawful completion. Contact for instructions and privacy questions: support@site.eu. Site B.V., Operetteweg 7, 1323 VJ Almere, the Netherlands; Chamber of Commerce 53309847.

A. Processing and security measures

A.1 Subject matter, nature and purpose

Storing, making available, transferring, receiving, accessing, securing, backing up, restoring, migrating and deleting data for the purchased hosting, email, database, DNS, website/webshop and support services. AI assistance includes necessary technical support and AI assistance functions selected by the Customer for websites within these Site Services. It does not include unsolicited transfer of entire mailboxes, databases or backups. The assignment lasts for as long as the relevant Service and the wind-down under V.9 last.

A.2 Data and data subjects

Depending on use: website and database content, emails and metadata, name and contact details, communication, contract, order and transaction data, usernames, permissions, access information, IP addresses, usage, error and security logs, support content and personal data in DNS zones or DNS traffic. Data subjects may include visitors, users, customers, prospects, employees, suppliers, business contacts, senders, recipients and persons named in customer content.

Targeted processing of special categories of personal data under Article 9 GDPR or criminal-offence data under Article 10 GDPR requires a documented agreement in advance on the purpose, data, data subjects and additional measures. The Customer is responsible for lawful data provision, necessary information to data subjects and authorised instructions.

A.3 Locations and access security

Website files, emails, databases and their backups managed by Site are hosted within the EU. Two of the four DNS servers are outside the EU; they host none of this customer content. This EU hosting arrangement does not automatically cover external AI, domain registration or DNS traffic data. V.6 and V.7 apply to personal data in those processing activities.

Administrator accounts of Site and SinnerG are protected with multi-factor authentication (MFA). Site limits and updates permissions by task and revokes them upon departure or role change. Secrets and access credentials are protected; support access is limited to what is necessary. Authorised persons are bound by confidentiality.

A.4 Technical and organisational implementation

Site documents protected transfer, applied encryption, separation of customer data, administrative access and security logging. Systems are updated based on risk; vulnerabilities and incidents are monitored and handled. Site keeps information about physical access security at the data centres used available.

Site documents the frequency, locations and access security of its backups, restoration procedures and periodic restoration checks. It makes export, deletion and overwriting demonstrable, minimises support data and separates data that must be retained by law. Responsibilities, employee instruction, incident handling and periodic testing of the measures are recorded. The concrete implementation must fit the Service and the risks and is sufficiently substantiated on request.

B. Service providers and processing chain

Register version: 23 November 2026. The companies below are included for the indicated services, insofar as they are actually used for the assignment. Personal data may be processed only if the required processor agreements and, where necessary, transfer safeguards are in force in advance. On request, Site makes the complete current processing and access chain available; V.6 governs changes.

B.1 Hosting, DNS and AI

Company and contact	Role and scope
Leaseweb Netherlands B.V. Hessenbergweg 95, 1101 CX Amsterdam, the Netherlands privacy@leaseweb.com	Hosting and data centre infrastructure; hosted content and managed backups within the EU.
SinnerG B.V. Keurenplein 41 - Box E9500, 1069 CD Amsterdam, the Netherlands info@sinnerg.nl	Technical administration and support; necessary access to hosting, configuration, log and support data.
Hetzner Online GmbH Industriestraße 25, 91710 Gunzenhausen, Germany data-protection@hetzner.com	Infrastructure for hosting, backups and DNS. Hosted content and backups within the EU; DNS may take place outside the EU.
OVH B.V. Hogehilweg 16, 1101 CD Amsterdam, the Netherlands dpo@ovh.com	DNS infrastructure; zones and necessary traffic, administrative and security data. No hosting content or related backups.
STRATO GmbH Otto-Ostrowski-Straße 7, 10249 Berlin, Germany datenschutz@strato.de	DNS infrastructure, DNS zones and necessary technical traffic and security data.
OpenAI Ireland Limited 1st Floor, The Liffey Trust Centre, 117-126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland privacy@openai.com	Business AI services for the purpose in A.1. Processing may take place outside the EU, including in the US; the applicable DPA and transfer terms are required.
Anthropic Ireland, Limited 6th Floor, South Bank House, Barrow Street, Dublin 4, D04 TR29, Ireland privacy@anthropic.com	Business Claude services for the purpose in A.1. Storage follows the standard provider terms in the US; other countries follow the actual service and chain.
Google Cloud EMEA Limited 70 Sir John Rogerson’s Quay, Dublin 2, Ireland Privacy contact via the postal address above and the service terms	Gemini API / Google AI Studio under business Paid Services terms. No exclusively European processing is promised; security logging may take place globally.

Site documents the actual countries, log locations and further companies involved in DNS processing outside the EU and makes this information available before the relevant processing. Public availability of DNS information does not exclude personal data or the duties under V.7.

B.2 Business AI

Site uses only necessary data, with deletion or pseudonymisation of personal data where possible. No permission is given for model training, general product improvement, voluntary data sharing or similar feedback functions using customer data. Processing is permitted only under applicable business processor terms and suitable account settings. The exact service, contracting party, countries, further recipients, retention and transfer safeguards must be documented in advance. Naming an AI provider does not give general permission for other products, external search integrations or public sharing.

B.3 Domain registration

Realtime Register B.V., Burgemeester Drijbersingel 51, 8021 JB Zwolle, the Netherlands; sales@realtimeregister.com; +31 38 453 0759, handles registration, renewal and transfer, together with the domain registries authorised for the chosen extension. Necessary domain, holder, contact and technical data are processed for this purpose. Individual domain names are not listed in this annex. Site provides the identity, contact and privacy information of the applicable registries through the registration, customer account or support.

A registrar or registry acts as an independent controller insofar as it determines its own purposes and essential means or performs its own statutory or regulatory tasks. This annex and V.6/V.7 apply to activities as processor. A new domain extension requires a new assessment of the chain and transfers where necessary; EU hosting does not mean that all registration processing takes place within the EU.

B.4 Closure of historical Freshdesk cases

Freshdesk is no longer used for new support cases. The protection and wind-down duties continue until deletion for any remaining personal data from earlier use. Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403, US, legal@freshworks.com / dpo@freshworks.com, is included only for that wind-down. Site ensures the necessary return or deletion and retains the evidence.

B.5 Helpdesk messaging via Bird

Bird B.V. (formerly MessageBird), Keizersgracht 268, 1016 EV Amsterdam, the Netherlands (privacy@bird.com), handles WhatsApp and Telegram messages for Site’s helpdesk. Depending on the channel, Bird processes contact details and channel identifiers, messages and any attachments, timestamps and delivery data. Bird acts as Site’s processor for correspondence that Site handles for its own customer relations. If a support request contains personal data that Site processes on the Customer’s behalf, Site uses Bird as a subprocessor for those data under V.6 and V.7.

The selected platform’s terms also apply to the channel. For WhatsApp for Business, Bird lists WhatsApp Ireland Limited among its providers, with processing in the United States. Other recipients and locations depend on the platform and account region. Site makes information on the applicable chain available. Bird may act as a controller for its own purposes, such as security and compliance with legal obligations.

C. Site’s own customer relations

C.1 Payments to Site

Site uses Mollie and, for some payments, PayPal to collect payments for its own services. Mollie handles card payments, direct debits, online payments and payment authorisations. Depending on the payment method, Site shares the necessary identification, order and transaction data with the payment provider and, where applicable, the affiliates involved in the transaction. The payment provider may also receive payment details directly from the payer.

Site is the controller for its own billing and accounts. For standard payment services, Mollie and PayPal act as independent controllers to the extent that they determine the purposes and means of processing, including executing payments, preventing fraud and complying with financial regulations. This disclosure covers payments to Site. The parties’ roles are assessed separately for other products or for any payments Site may process on the Customer’s behalf.

C.2 Site’s advertising

Google Ads and other own advertising activities of Site fall outside this assignment insofar as Site acts as controller for them. This annex does not authorise the use of personal data from the assignment for that advertising.

Provider documentation

The sources below provide access to provider information. Only the binding terms and safeguards for the account actually used are decisive. Site keeps the applicable versions and complete chain data available. Changes on a supplier website do not replace the information and objection procedure in V.6.

Leaseweb
SinnerG
Hetzner
OVH
STRATO
OpenAI
Anthropic
Gemini API
Google DPA
Realtime Register
Freshworks
Bird DPA
Bird – subprocessors
Mollie
PayPal
IANA – Root Zone Database