

# FAIR USE POLICY

Site B.V., version March 2023

## **1. General**

- 1.1 Site applies a Fair Use Policy to its services. This Fair Use Policy applies in addition to the general terms and conditions of Site. In case of conflict between the Fair Use Policy and the general terms and conditions, this Fair Use Policy shall prevail.
- 1.2 Site is entitled to amend this Fair Use Policy periodically.

## **2. Purpose**

- 2.1 Insofar as the service purchased by the customer relates to web hosting, the provision of e-mail and/or the provision of a website builder, the basic principle is that the capacity available to the customer is unlimited. The amount of data traffic, storage capacity, memory etc. is therefore in principle unlimited.
- 2.2 The purpose of the Fair Use Policy is to prevent abuse of this unlimited capacity. 'Abuse' in this sense is also understood to mean overloading the network and creating a nuisance for other customers of Site.

## **3. Fair Use**

- 3.1 In this Fair Use Policy, 'Fair Use' means use in accordance with that for which the services are intended, namely reasonable use. The services of the Site are therefore exclusively intended to be used by the customer. This means that it is not the intention that you let others use the services.
- 3.2 To determine whether use is fair use, the individual use is compared to the use of other users. Exceeding the average use, even if this is more than incidental, falls within the description of Fair Use.
- 3.3 If the use is excessive and/or extreme, Fair Use no longer applies. This means that Site in any case uses four times the average use of users who use the same service, measured over a period of one month.

## **4. Consequences of exceeding the Fair Use Policy**

- 4.1 If a Customer exceeds this Fair Use Policy, Site will initially contact this Customer. If the excess is due to excessive use, then Site will try to find a solution for this excessive use, in consultation with the Customer. If a solution is not possible and/or the excessive use continues, then Site has the right to terminate the agreement with the Customer, without the Customer being entitled to any restitution of costs made. A notice of default is not required for this. Site may also suspend all or part of the services provided, expressly without being obligated to compensate any resulting damage.