Decentrally - General Terms and Conditions

Decentrally, a Linix service, powered by and brought to you by Linix BV!

Article 1 Definitions

1.1

"Service" means: the opportunity to access the Internet via Decentrally's system, or to use the technical facilities offered by Decentrally for the provision of information and the use of storage, infrastructure, email, or any other facility for the benefit of the Client, in a manner offered by Decentrally and agreed upon by the Client and Decentrally.

1.2

 "Client" means: the natural person or legal entity that has entered into a subscription or contract agreement with Decentrally.

Article 2 General

2.1

These general terms and conditions apply to all relations, including future ones, between Decentrally and the Client, unless explicitly agreed otherwise in writing by the said parties.

2.2

These general terms and conditions replace any (possible) previous general terms and conditions set up by Decentrally.

2.3

Any offer made by Decentrally is entirely without obligation and can be revoked within 14 days after acceptance of such an offer, unless stated otherwise.

2.4

Decentrally reserves the right to unilaterally change these general terms and conditions at any time. Changes become effective at the time mentioned in the announcement, or, if no such time

is mentioned, 30 days after the announcement. If the client does not agree with this change, this must be made known in writing within 30 days after the date. In the absence of a response from the client, the new condition becomes effective on the date of the new contract extension. Changes will be announced on the Decentrally website.

Article 3 The Service

3.1

In emergencies that Decentrally deems reasonable, it is entitled to make changes related to the Service provided by Decentrally or take other temporary measures it deems necessary at that time to ensure the continuity of the service, with or without prior notice to the Client. The Client will be informed about this as soon as possible.

3.2

Decentrally is not liable for any damage or costs of the Client resulting from the measures referred to in paragraphs 1 and 2 of this article. If such measures are taken, the Client is not entitled to unilaterally withdraw from its obligations.

Article 4 Subscriptions

4.1

A subscription is applied for by: registration form on the website.

4.2

Details of the Service can be found on the website. The subscription starts on the day that the service is enabled for the client.

4.3

Decentrally reserves the right to refuse subscriptions, which will be communicated to the applicant as soon as possible.

4.4

The agreement between Decentrally and the Client is entered into for a period of time designated on the online agreement, unless agreed otherwise. After the expiration of this period, the agreement is automatically extended with a new period equal to the online agreement, unless agreed otherwise.

4.5

Termination of the agreement by the contracting parties must be done in writing and registered. Each agreement has a notice period of 30 days before the end of the period mentioned in paragraph 4. Termination can only take place at the first of the month following the expiry date.

4.6

If the Client wants a different type of subscription, they can submit a written request. Upon approval of this request, the change takes effect the day after sending confirmation of this to the Client or at another time indicated. Changes and relocations are subject to additional costs which will be communicated to the client.

4.7

If the Client fails to fulfill any of its obligations towards Decentrally, not properly or not fully, Decentrally is entitled to terminate the subscription with immediate effect and/or deny access to the Service in whole or in part and possibly temporarily block it.

4.8

The Client is entitled to terminate the subscription with effect from the new period, as referred to in Article 4 paragraph 4, in writing in case of price increases, other than legally allowed price increases such as inflation correction, before the increase takes effect.

4.9

In case the Client is declared bankrupt, or it is plausible that the Client will otherwise fail to meet the payment obligations arising from the subscription, Decentrally is entitled to suspend or terminate the subscription and other agreements without judicial intervention with immediate effect.

Article 5 Rates

5.1

Unless otherwise agreed between the parties, the usual fees and prices used by Decentrally apply to all relations between Decentrally and the Client. At the Client's request, information regarding the applicable rates will be sent.

5.2

Decentrally is entitled to unilaterally change the prices of all its products and services. If possible, the Client will be informed in writing of the changes one month before they take effect.

Article 6 Payment

6.1

Depending on what the parties have agreed upon, subscription fees must be paid according to the payment policies agreed upon.

6.2

If the Client is in default in the manner mentioned in paragraph 1 of this article, or otherwise fails to fulfill one or more of his obligations under the agreement or these general terms and conditions, then, without prejudice to the consequences that the law attaches to such shortcomings, all reasonable costs to obtain satisfaction out of court will be for his account.

6.3

Payments made by the Client always first serve to settle any due interest and costs and secondly to settle payable invoices that have been outstanding the longest. This is not different if the Client states that the payment relates to a later invoice.

Article 7 Security and Personal Data

7.1

By entering into the agreement with the Client, Decentrally has taken on the effort to secure the Service, but in case of insufficient security, it is not liable for any damage suffered by the Client or a third party as a result.

7.2

If the Client notices or suspects that third parties have gained unauthorized access to the Service, this must be reported to Decentrally in writing within five working days. Decentrally is not liable for any damage resulting from such unauthorized use of the Service.

7.3

The Client's data is included in Decentrally's administration, which is only used for administrative purposes. Without the Client's permission, these data are not provided to third parties for other purposes.

Article 8 Client Obligations

8.1

The Client is obliged to observe all obligations, instructions, and restrictions set by Decentrally.

8.2

The Client must behave in accordance with applicable law and regulations and must exercise such care with respect to the Service as may be expected from a reasonably acting Client. The Client will also try to prevent as much as possible that the interests of Decentrally are harmed when using the Service.

8.3

The Client is in no way allowed to use the Service for unlawful acts, committing criminal offenses, and/or for actions that are contrary to Netiquette, or the rules of the Internet community, as described at any time on http://www.ietf.org/rfc/rfc1855.txt.
By using the Services, Client agrees to:
a. be solely responsible for obtaining sufficient rights to the content of all data and files stored by you on Decentrally servers;
b. not violate, or encourage or facilitate the violation of, any aspect of our Acceptable Use Policy;
c. not use the Services to sell and/or distribute digital content to others. (The Services are not for storing and disseminating large amounts of data to large numbers of recipients or for dissemination of digital content for commercial purposes, and we may use procedures, which may vary from time to time, to detect unacceptable levels of usage and may immediately disable offending accounts based on detected misuse. We are not responsible for any business interruptions that may be caused due to this process).

8.4

Without the express permission of Decentrally, the Client is not allowed to connect (parts of) a network or other users, whether within his organization or not, in any way to (parts of) the Service.

8.5

The Client is not allowed to make products intended for consumer use, such as a homepage or email account, available to third parties, whether or not for commercial purposes, such as the public promotion of products or services.

8.6

If the Client acts in violation of the previous paragraphs of this article or if Decentrally has the suspicion thereof, Decentrally is entitled to take measures, such as suspending the obligation to provide the Service. In that case, the Client cannot claim a refund of prepaid fees or compensation.

8.7

The Client is responsible for every expression and all information related to data used and storage within the Decentrally services.

Article 9 Liability

9.1

Decentrally is not liable for direct and/or indirect damage of the Client as a result of a (attributable) shortcoming in the fulfillment of any agreement or any other obligation of Decentrally towards the Client, which is not due to intent or gross negligence of Decentrally. The

liability is in any case limited to direct damage to goods and services to a maximum amount equal to the amount Decentrally has received for the services provided, with a maximum total of €2,000.

9.2

Decentrally is not liable for any indirect damage, including consequential damage, nor is Decentrally obliged to compensate for loss of profits, damage as a result of the unavailability of the Internet, business damage, damage caused by the disclosure of confidential data, damage caused by electronic payments, or damage resulting from claims by third parties against the Client.

9.3

Decentrally is not liable for damage on the part of the Client caused by third parties, who use or do not use the Service of Decentrally.

9.4

The Client indemnifies Decentrally against all claims by third parties related to the use of the Service by the Client and/or insufficient compliance by the Client with any obligation towards Decentrally, whether or not arising from these general terms and conditions.

Article 10 Force Majeure

10.1

Decentrally is not liable if a failure to perform is due to circumstances not attributable to it. These include disruptions in the power supply or other disruptions not attributable to Decentrally, international conflicts, labor disturbances among the staff of Decentrally or any third parties providing services to Decentrally, boycott actions, or measures of any government. This list is not exhaustive.

10.2

The Client is always liable for the consequences of a failure to perform by Decentrally towards third parties, caused by or due to actions of the Client.

Article 11 Final Provisions

11.1

All legal claims of the Client against Decentrally are subject to a limitation period of one year after the claim has arisen.

11.2

Agreements made and/or any commitments by or on behalf of Decentrally after the conclusion of the agreement only bind Decentrally if confirmed in writing by her.

11.3

The Client is not entitled, without the consent of Decentrally, to transfer any rights and obligations under these general terms and conditions and any agreement.

11.4

In the event of nullity of a provision of these general terms and conditions, not the entire agreement and/or the entire general terms and conditions are null and void, but there is only partial nullity. The void provision will be replaced by a provision that, as far as legally possible, corresponds to the meaning that the parties could reasonably have attributed to this agreement at the time of its conclusion.

11.5

Changes in the authority of the Client, his representatives, or authorized agents will always be effective against Decentrally only after Decentrally has been notified in writing.

11.6

The Client is obliged to notify Decentrally immediately in writing or by email of any intended change of address. In case Decentrally needs to write to the Client, it is discharged by doing so to the last address that the Client has notified her in writing.

11.7

The relations between the Client and Decentrally are subject to Belgian law. Disputes between the Client and Decentrally will be submitted to the competent Belgian court (Hasselt), unless legislation or international treaties prescribe otherwise.

11.8

Without prior written consent from Decentrally, the Client is not entitled to transfer the rights and obligations from the agreement to a third party.

11.9

Decentrally is entitled, without prior (written) consent from the Client, to transfer the rights and obligations from the agreement (in whole or in part) to a third party or to subcontract.