

Agreement  
Default agreement

**NForce Entertainment BV**, incorporated under the laws of the Netherlands, with its principle place of business at Postbus 1142, 4700 BC Roosendaal, duly represented in this matter by P. Taks, L.L.M., hereinafter to be referred to as "**NE**",

and

CUSTOMER

Each party hereinafter to be referred to as the "Party" and collectively as the "Parties".

**WHEREAS:**

- NE provides certain internet services;
- Customer wishes to make use of the services provided by NE;
- Parties wish to lay down their respective rights and obligations in this agreement.

**HAVE AGREED THE FOLLOWING:**

**1. Definitions**

- 1.1. *Agreement*: the present agreement including all applicable to service(s) published policies at [www.nforce.com](http://www.nforce.com)

**2. Provision of services**

- 2.1. NE will provide the services in accordance with the conditions set out in this Agreement its policies.
- 2.2. The agreement has a duration as agreed upon ordering, which can vary from 1 month to 60 months from the commencement date and will then be automatically extended for the same period, unless either parties terminates the agreement no later than one (1) month prior to the end of the current period, by means of a letter (email) addressed to the other party to that effect.
- 2.3. The agreement and the provision of services are subject to all published applicable policies at [www.nforce.com](http://www.nforce.com). If there is any conflict between the provisions set out in the agreement and the provisions in other policies, then the provisions of the agreement will prevail.
- 2.4. NE shall endeavour to provide the services with minimum disruptions. However, NE cannot guarantee that the services will always function without disruptions, delay or other imperfections.

**3. Obligations upon Customer; Indemnifications**

- 3.1. Customer is responsible for the availability of the hard and software, the connections and other preconditions, which enable access to the system.
- 3.2. Customer guarantees that the services will only be used for lawful purposes. In this respect, customer will act and behave at all times in a manner that may be expected from a careful user. To this end, customer will, amongst other things, observe all statutory regulations and the "Netiquette", and will refrain – without limitation – from: spamming, infringing the intellectual property rights of third parties, the disclosure or distribution of child pornography, sexual intimidation or the harassment of third parties in any other manner, the invasion of the privacy of third parties, damaging the honour or good name of third parties, hacking, carrying out DDoS or other attacks, or spreading viruses, worms or other programs that may inflict damage to individual systems or disrupt the functioning of the internet. Customer guarantees that its own customers will agree to this article as well.
- 3.3. Customer is responsible for the user name and password provided to him/her by NE and has complete and independent liability for any possible misuse made of the user name and password, unless this is the result of the intentional acts or omissions or gross negligence on the part of NE.

- 3.4. If the permitted data traffic is exceeded, NE is authorised – without further announcement – to charge additional costs for this, without prejudice to its right to take measures to bring the quantities within the permitted limits.
- 3.5. If customer fails to observe the provisions set out in Articles 3.2, 3.3 and 3.4, NE is authorised – without further announcement – to suspend or discontinue the services, to block connections or to remove content. In cases where this is justified because of the seriousness of the violation, NE is authorised to dissolve the agreement with immediate effect, without creating any right to compensation for customer from NE.
- 3.6. Notwithstanding the general terms and conditions, NE will never be liable for the non-availability or reduced availability of the services as a result of power failures or power breakdowns, breakdowns in the telecommunication or the internet, defects of customer hardware or software, and all other causes that fall outside NE's direct sphere of influence.
- 3.7. Customer indemnifies NE against all claims from third parties, including, without limitation, any claims from NE supplier(s) resulting from customer's failure to observe one of his/her obligations arising from the agreement, more specifically from this article.

#### 4. Fees

- 4.1. For the services customer will pay the one off and periodical fees stated in the initial order form. All sums stated are in Euros and exclusive of VAT or any other applicable taxes.
- 4.2. Possible additional costs will be reimbursed in accordance with the relevant provisions.
- 4.3. Invoicing of the services will take place in advance. Additional costs will be invoiced retrospectively.
- 4.4. Invoicing will take place by digital invoice.

#### 5. Applicable Law and Disputes

- 5.1. This Agreement is governed by the law of the Netherlands.
- 5.2. Disputes between NE and Customer arising from, or relating to, the Agreement will be brought exclusively before the competent Court of Breda.

#### 6. Payment for Services

- 6.1. All prices are in EURO (€), excluding 21% VAT.
- 6.2. If the Customer must make regular payments, the Supplier shall be entitled to adjust the applicable prices and rates by providing written notice at least three months in advance.
- 6.3. If the Customer does not wish to agree to such an adjustment, the Customer shall, within thirty days after the notice, be entitled to terminate the Agreement before the date on which the adjustment would have become effective.
- 6.4. NE shall invoice CUSTOMER for charges arising out of CUSTOMER's use of the Services (collectively, "Service Charges"). The billing frequency is mentioned in the initial order form. Charges will, whenever possible, be billed in advance. CUSTOMER shall ensure that such Service Charges have been paid before or on the due date the applicable NE invoice, unless otherwise specified in an Annex.
- 6.5. Upon NE acceptance of the Quote and full execution of the Agreement, CUSTOMER shall be invoiced for all Service Activation Charges. NE may require an Initial Payment for the first and last month's Service Charges. The Initial Payment shall be due upon connection of CUSTOMER equipment to the Network, but in no event later than 5 days after the execution of the Agreement.
- 6.6. Recurring Charges. NE will bill CUSTOMER monthly in advance for committed bandwidth and monthly in arrears for any additional Bandwidth / Datatraffic used above the committed Bandwidth / Datatraffic billed in the prior month, and/or extra services. "Bandwidth / Datatraffic Fees" is defined as charges for usage of Bandwidth / Datatraffic provided under these General Terms and Conditions as set forth in ANNEX A. Billing for monthly Service Charges will begin on the Effective Date or date of connection of the CUSTOMER equipment to the NE Network, whichever is earlier.