

Article 1. Definitions

- 1.1. XLned: Verda Valo N.V., with its registered office at E-Commerce Park Vredenberg, Heelsumstraat unit E-01 in Willemstad, Curaçao, and registered with the Chamber of Commerce under file number 120361, doing business as XLned.
- 1.2. Customer: the natural or legal person that concludes an Agreement with XLned.
- 1.3. Service: the provision to the Customer, for payment and for a definite period of time, of access to the worldwide Usenet network and the ability to retrieve and place postings on this network.
- 1.4. Agreement: the agreement between XLned and the Customer, including these General Terms and Conditions if applicable, pursuant to which XLned shall provide the Service to the Customer.
- 1.5. General Terms and Conditions: all of the provisions set out below.
- 1.6. Website: www.xlned.com.

Article 2. Applicability of these General Terms and Conditions

- 2.1. These General Terms and Conditions apply to all offers, agreements and deliveries of XLned unless expressly agreed otherwise in writing.
- 2.2. If, however, the Customer is a natural person who is not acting in a professional or business capacity, the Customer shall only be bound by these General Terms and Conditions if he has been informed of their applicability in good time prior to or during the conclusion of the Agreement and has accepted their validity.
- 2.3. If, in his or its order, confirmation or notice, the Customer accepts provisions or terms and conditions that derogate from or do not occur in these General Terms and Conditions, these other provisions or terms and conditions shall only be binding for XLned if and insofar as XLned has expressly accepted them in writing.

Article 3. Prices and offers

- 3.1. All prices specified are inclusive of turnover tax and other levies imposed by government authorities.
- 3.2. All prices specified on the Website are subject to apparent programming and typing errors.
- 3.3. Offers of XLned are valid for the terms specified on the Website.

Article 4. Agreement/Provision of the Service

- 4.1. The Agreement shall only come into effect at the moment at which the Customer accepts XLned's offer and meets the requirements set by XLned in that regard.
- 4.2. XLned always immediately confirms receipt of the acceptance of an offer by e-mail. Until receipt of this acceptance is confirmed by XLned, the Customer may terminate the Agreement.
- 4.3. The contents of the confirmation e-mail sent by XLned to the Customer is binding with respect to the characteristics of the Service, such as term, speed, options available and so forth, and its price.
- 4.4. If the Customer is a natural person who is not acting in a professional or business capacity, he shall have the right to terminate the Agreement with XLned within 7 working days following its conclusion without giving reasons. This right shall lapse, however, if the Customer already makes use of the Service during the aforesaid period.
- 4.5. The Service is used by means of an account for the Customer that is activated following receipt of the payment made by it or him to XLned. The speed with which the account details are sent depends on the payment method chosen by the Customer.

- 4.6. XLned is authorised to engage third parties in the performance of its obligations arising from the Agreement.

Article 5. Rules of conduct

- 5.1. The Customer shall not use the Service to offer and/or disseminate, or have disseminated, material that is contrary to the provisions of Curaçao law, in any case including but not limited to:
- a) material that is abusive, defamatory, offensive, racist, discriminatory or stirs up hatred,
 - b) material that constitutes child pornography,
 - c) material that infringes the rights of third parties, in any case including but not limited to copyrights, trademark rights and portrait rights,
 - d) material that violates the personal privacy of third parties; violations that in any case include but are not limited to the dissemination of personal details of third parties without the permission of such parties or without there being a need to do so, or the repeated harassment of third parties by communications not wanted by such parties,
 - e) material that contains hyperlinks, torrents, Newzbin (NZB) files or similar information of which the Customer is aware, or should be aware, refers to material that infringes the rights of third parties,
 - f) material that constitutes unsolicited commercial, charitable or non-commercial communication, or
 - g) material with malicious content such as viruses or spyware.
- 5.2. The Customer shall not obstruct other customers or Internet users or damage XLned's servers. The Customer may not use processes or programs, such as download accelerators or automatic posting programs, of which the Customer is aware, or could reasonably suspect, are obstructive or harmful to XLned or other Customers or Internet users.
- 5.3. If XLned suspects that the Customer is guilty of violations with respect to the foregoing or is in any way acting in a manner contrary to applicable legislation, it shall be authorised to take any and all measures it deems appropriate to rectify the situation. In the event of manifestly accurate complaints of third parties, XLned shall also be authorised to make the personal details of the Customer available to these third parties. XLned shall inform the Customer of any measures taken.
- 5.4. The Customer shall comply with the generally accepted rules of conduct on the Internet as set out in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and with future amendments to these rules.
- 5.5. The Customer may transfer the user name or user names and password or passwords provided by XLned to immediate family members or friends. All acts performed under the user name provided to the Customer, however, are deemed to be performed under the responsibility and supervision of the Customer. The Customer is at all times liable for all acts performed through the use of his or its account.

Article 6. Payment terms

- 6.1. The Customer must make the first payment to XLned according to the method in the order procedure specified on the Website. Other payment options are not available.
- 6.2. XLned shall only make an account available after it has received full payment. If the payment is refused or has not been made, XLned shall send the Customer an invoice (reminder) with a payment term of 7 days. If payment has still not been received after the expiry of this term, the account shall be deactivated and the Agreement terminated. The Customer must then submit a new application.
- 6.3. The payment amount owed shall become immediately due and payable if the Customer is declared bankrupt, applies for a suspension of payments or if all of the Customer's assets are attached, the Customer dies and, furthermore, if the Customer is wound up or dissolved.

Article 7. Maintenance and the putting out of operation of the Service

- 7.1. XLned shall undertake proper efforts to provide the Service for the duration of the agreed term but expressly does not give any guarantees concerning the availability of the Service. The availability and quality of the Service is to a large extent dependent on issues that are beyond XLned's control, such as the Customer's network or provider, the time of

use and so on. The retention period specified is indicative and may change at any time if external circumstances constitute grounds for such a change.

- 7.2. XLned has the right to temporarily put the Service or a part thereof out of operation for purposes of maintenance, modification or improvement. XLned shall undertake efforts to effect any such putting out of operation outside office hours to the greatest extent possible and to inform the Customer of such action through the Website. XLned shall never be liable to pay damages, however, for damage associated with such a putting out of operation.
- 7.3. XLned has the right to deny the Customer access to the Service, temporarily or permanently and in full or in part, and put the Service out of operation if the Customer fails to perform his or its obligations or fails to do so in full. XLned may not rely on this right, however, if the non-performance does not justify such reliance.
- 7.4. XLned may only exercise this right after it has given the Customer notice of default or after XLned has warned the Customer pursuant to a provision of this Agreement that gives it the right to put the Service out of operation. A partial or full putting out of operation without such notification is only possible in extremely urgent cases. In such cases, XLned shall inform the Customer afterwards and as soon as possible about the putting out of operation and the reason for this action.
- 7.5. Operation shall be resumed if the Customer performs or resumes performance of his or its obligations within a reasonable term specified by XLned. Reconnection costs may have to be paid for the resumption of operation with respect to certain types of putting out of operation.

Article 8. Reseller activities

- 8.1. If the Service is intended or intended in part for reselling, re-leasing or making XLned's services available for payment in some other way by the Customer to its customers by making a Usenet account available (hereinafter 'Reselling'), the provisions of this article shall apply.
- 8.2. In the case of Reselling, the Customer acts in its own name and at its own risk and expense and is not authorised to conclude agreements for or on behalf of XLned or to generate the impression that it is an agent or representative of XLned.
- 8.3. Within the parameters specified by XLned in its confirmation e-mail, the Customer is free to determine its offer and prices with respect to its customers.
- 8.4. The Customer must impose at least the same obligations on its customers as those imposed by XLned on the Customer with respect to the product(s) or service(s) made available. XLned may request evidence in this regard from the Customer.
- 8.5. XLned shall only contact customers of the Customer through the Customer unless it has an urgent reason to approach these customers directly or the Customer grants permission for direct contact. Damage and nuisance or imminent damage and nuisance to third parties due to activities of customers in any case constitute an urgent reason.
- 8.6. The Customer may not use any trade names, brand names, logos or symbols of XLned in promotional or commercial communications with the aim of using the goodwill or good name of XLned to canvass customers. The Customer may, however, communicate in a business manner that it uses XLned's products and/or services.
- 8.7. The Customer is at all times liable for all acts or omissions committed by its customers through XLned's systems or networks. The Customer indemnifies XLned against all claims of third parties in relation to its customers. Furthermore, non-payment by customers of the Customer does not discharge the Customer from its obligation to pay XLned on time.
- 8.8. In the event of termination of the Agreement due to non-performance on the part of the Customer, XLned shall have the right to approach, inform and possibly take over customers of the Customer.

Article 9. Liability of XLned

- 9.1. XLned's total liability towards the Customer due to attributable failures in the performance of the Agreement shall be limited to compensation for direct damage or loss up to a maximum of the specified price of the period current at that time exclusive of VAT. In no case, however, shall the total compensation for direct damage or loss exceed EUR 100.
- 9.2. XLned shall not be liable towards the Customer for indirect damage or loss, including consequential loss, lost profit, lost savings, loss of data and loss due to business interruption.

- 9.3. Other than in the case referred to in Article 9.1, XLned shall not be liable in any way whatsoever towards the Customer to pay damages, irrespective of the grounds of an action to secure damages. The maximum amounts referred to in Article 9.1 shall cease to apply, however, if and insofar as the damage or loss is the result of wilful misconduct or gross negligence on the part of XLned.
- 9.4. XLned's liability towards the Customer due to an attributable failure to perform an agreement shall only apply if the Customer duly and immediately gives XLned notice of default in writing, specifying when doing so a reasonable term within which the failure must be rectified, and XLned's failure to perform its obligations continues also after the term referred to has elapsed. The notice of default must describe the failure in as much detail as possible to enable XLned to respond adequately.
- 9.5. Any right to damages shall always be conditional upon the Customer informing XLned of the damage in writing as soon as possible following the occurrence of the damage and in any case no later than 30 days thereafter.
- 9.6. The Customer indemnifies XLned against all claims of third parties in connection with the use of the Service by the Customer. Such claims include but are not limited to those instituted by copyright holders due to the infringement of their rights by the Customer.
- 9.7. XLned shall not be obliged to pay compensation for damage suffered by the Customer due to situations of *force majeure*.

Article 10. Term and termination

- 10.1. The Agreement shall be deemed to have been entered into for the term specified in the confirmation e-mail sent by XLned to the Customer. Unless agreed otherwise, the Agreement shall not be tacitly renewed and shall be automatically terminated when the term specified in the confirmation e-mail ends.
- 10.2. In good time prior to the end of the agreed term, XLned shall make a new offer to the Customer by e-mail concerning the renewal of the Agreement. If the offer is refused or not replied to prior to the end of the term in question, the Customer's account shall be deactivated at the end of the agreed term.
- 10.3. In the event of cancellation, termination or dissolution for any reason whatsoever, XLned shall be authorised to delete or make inaccessible all data saved and to deactivate all of the Customer's accounts immediately after the date on which the Agreement ends. XLned shall not be obliged in such an event to provide a copy of the aforesaid data to the Customer.
- 10.4. The delivery periods specified by XLned shall always be indicative unless they are expressly specified as deadlines in writing. With the exception of situations defined by mandatory law in which default occurs *ipso jure*, XLned shall only be in default, also in the case of agreed deadlines, after the Customer has given it notice of default in writing.
- 10.5. Unless agreed otherwise in writing and regardless of the cause, the exceeding of agreed delivery periods shall not grant a right to damages.
- 10.6. If the Customer fails to perform any of its obligations pursuant to the Agreement, XLned shall be authorised to suspend its performance of all agreements concluded with the Customer concerned without a notice of default or judicial intervention being required and without prejudice to XLned's right to compensation for damage, lost income and interest, unless the non-performance in question is of minor importance.

Article 11. Complaints

- 11.1. If the Service is not in accordance with the Agreement, the Customer must inform XLned within a reasonable period of time following his or its discovery of the aforesaid situation. If XLned is not informed within a reasonable period of time, all claims with respect to XLned shall cease to apply.
- 11.2. XLned shall respond to the Customer's complaint within 30 days.
- 11.3. XLned shall undertake efforts to resolve the Customer's complaint if it deems the complaint to be valid.
- 11.4. A complaint does not suspend the Customer's obligations.

Article 12. Concluding provisions

- 12.1. The Agreement shall be governed by Curaçao law.
- 12.2. Insofar as these General Terms and Conditions or rules of mandatory law do not prescribe otherwise, all disputes that might arise as a result of the Agreement shall be brought before the competent Curaçao court.
- 12.3. If a provision of these General Terms and Conditions proves to be void, the remaining provisions shall remain valid. The parties shall in that case agree a new provision that adheres, or new provisions that adhere, to the purpose and meaning of the original provision to the greatest extent possible under the law.
- 12.4. The term 'written' as used in these General Terms and Conditions includes messages sent by e-mail, provided that the identity of the sender and integrity of the e-mail is sufficiently certain.
- 12.5. In the case of electronic communication with XLned, the version of the message received or saved by XLned applies as the authentic version unless the Customer can properly demonstrate that this version is not authentic.

Contact details

Should you have any questions, complaints or comments about our General Terms and Conditions after reading them, please do not hesitate to contact us by letter or e-mail (support@xlned.com).

Address details:

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