

General Terms and Conditions

Please read the following general terms and conditions carefully. By registering as a subscriber with XS News B.V. (subsequently referred to as XS News) you concur with the agreement below. The XS News policy on acceptable use, the "Fair Use Policy" is inextricably linked to this agreement.

1. Definitions

- 1.1. The "Acceptance Date" is the date on which the subscriber registers online via the XS News website and accepts this agreement.
- 1.2. "Service" is understood to be: the possibility of gaining access to usenet via the XS News network or making use of the technical facilities offered by XS News for offering information or any other facility for the benefit of the subscriber in a way offered by XS News and agreed by the subscriber and XS News.
- 1.3. "Subscriber" is understood to be: the natural person with whom XS News has agreed a subscription.
- 1.4. "Parties" refers jointly to XS News and the subscriber.

2. General

- 2.1. These general terms and conditions apply to all relations, including future ones, between XS News and the subscriber unless parties have expressly agreed to the contrary in writing.
- 2.2. These general terms and conditions replace any previous general terms and conditions which (may) have been drawn up by XS News.
- 2.3. Every offer made by XS News is completely without obligation and it can be revoked up to (14) days following receipt of the acceptance of such an offer by the subscriber via the withdrawal form, unless the subscriber has expressly renounced the right of withdrawal. The offer contains a complete and specific description of the service, the (periodic) charges and terms and conditions. These general terms and conditions are referred to in the offer.
- 2.4. If the subscriber has agreed to make use of the service within the fourteen (14) day cooling-off period, XS News is entitled to charge for the costs of services already provided such as administration costs, pro rata subscription costs and use costs.
- 2.5. XS News reserves the right to change these general terms and conditions unilaterally at any time. Changes come into effect at a point in time stated in the announcement or 30 days after the announcement if there is no other indication regarding this. If the subscriber does not agree with this change, it must state this in writing within 30 days of the date of announcement. The new conditions will come into force if no response is received from the subscriber. Changes are announced on the XS News website.
- 2.6. By registering online and accepting the general terms and conditions, the subscriber confirms that it is at least 18 years of age.

3. Subscriptions

- 3.1. A subscription is requested by filling in the registration page on the XS News website, <https://www.xsnews.nl>, or in any other way indicated by XS News.
- 3.2. Once the application for the subscription has been received, XS News will ensure that the subscriber has access to the service. Details of the service can be found on the XS News website. The subscription starts on the acceptance date and XS News will give the subscriber the opportunity to make use of the service.
- 3.3. The agreement between XS News and the subscriber is entered into for a period of 30 days unless otherwise agreed by the parties. If the subscriber does not cancel the subscription within a period of 5 days before expiry of the subscription in writing (including email) **or by telephone**, the agreement is automatically extended for a period which is equal to the old subscription period. The subscriber remains responsible for keeping up with its subscription period at all times.
- ~~3.4. If the subscriber wishes to have a different type of subscription, it may submit a request to XS News in writing (including email) for this purpose. Once this request is accepted by XS News, the change will come into force at a time indicated by XS News. Extra costs may be linked to changes and moving house and the subscriber will be informed of these.~~
- ~~3.5.3.4.~~ If the subscriber does not meet one or more of its obligations, including but not limited to the meeting of its financial obligations towards XS News, or fails to meet them thoroughly or completely, XS News is entitled to terminate the subscription with immediate effect and/or cancel access to the service partially or completely or block it temporarily.
- ~~3.6.3.5.~~ XS News reserves the right to terminate at any time with immediate effect without further notification of default or legal intervention in the event of:
 - ~~3.6.1.3.5.1.~~ the subscriber acting in contravention of article 5 of these general terms and conditions;
 - ~~3.6.2.3.5.2.~~ bankruptcy or suspension of payments is applied for or declared by the subscriber or application of the Natural Persons Debt Rescheduling Act is applied for or declared;
 - ~~3.6.3.3.5.3.~~ the subscriber is legally incapacitated, placed in administration or loses free management of its capital in some way;
 - ~~3.6.4.3.5.4.~~ XS News can no longer provide a service for technical reasons. XS News will inform the subscriber about this as quickly as possible.

4. Charges

- 4.1. Unless otherwise agreed by the parties, the current prices and fees communicated by XS News on its website apply to all relations between XS News and the subscriber. The information concerning the applicable charges will be sent to the subscriber on request.
- 4.2. XS News is entitled to change the prices of its products and services unilaterally. If possible the subscriber will be informed of this in writing (including email) 10 days before the changes come into effect.

5. Payment

- 5.1. Depending on what the parties have agreed, the subscription payments must be paid in advance for the whole subscription period, 30 days or another agreed period, on the acceptance date. XS News will collect the amounts a maximum of 7 days before the start of the period. If XS News has not received any payment from the subscriber or the payment has been reversed, a reminder is sent which must be understood as a notification of default. If the payment remains outstanding after a reasonable period as stated in the reminder, the subscriber is deemed to be in default. The subscriber cannot make any appeal for withholding, reduction or compensation.
- 5.2. XS News only accepts payments via the payment methods stated on the XS News website. Direct debit is one of the payment methods. By entering into this agreement, the subscriber permits XS News to deduct subscription payments from the account indicated via direct debit.
- 5.3. If the subscriber has provided a direct debit authorisation, it will also ensure that sufficient funds are present in the bank or giro account designated for the direct debit.
- 5.4. If the subscriber has defaulted in the way stated in section 1 of this article or has failed to meet one or more of its obligations in the agreement or these general terms and conditions, then all reasonable extra judicial collection costs will be met by the subscriber, without prejudice to the consequences which the law may attach to such shortcomings.
- 5.5. The payments made by the subscriber will initially always be used to meet any interest payments and costs which are overdue and secondly for payment of claimable invoices which have been awaiting payment for the longest period of time. This does not change if the subscriber states that the payment is linked to a later invoice.

6. Obligations of the subscriber

- 6.1. The subscriber guarantees that all information provided to XS News in whatever way is complete, accurate and up to date.
- 6.2. The subscriber is compelled to take heed of all obligations, instructions and restrictions stated by XS News.
- 6.3. The subscriber must conduct itself in line with the applicable legislation and regulations and must observe a level of care which may be deemed appropriate for a subscriber in relation to the service. The subscriber will also make every possible effort to ensure that the interests of XS News are not affected adversely while using the service.
- 6.4. The subscriber is not in any way permitted to use the service or have the service used for illegal actions and/or the commitment of criminal offences. Among other things the subscriber guarantees that:
 - 6.4.1. It will not violate the intellectual property rights of XS News or third parties in accordance with article 7 of the general terms and conditions;
 - 6.4.2. It will not use the service to harm the rights of third parties, including harassing, abusing and threatening other parties or disseminating hatred;
 - 6.4.3. It will not send large quantities of unsolicited reports with the same or with similar content (spam) in accordance with article 8 of the general terms and conditions;

- 6.4.4. It will not misuse any access codes or break through the security linked to the service;
- 6.4.5. It will not pass itself off as another person;
- 6.4.6. It will not disseminate any child pornography or other illegal pornography in accordance with article 9.2 of the general terms and conditions;
- 6.4.7. It will not disseminate any viruses or other files which could damage the service of XS News or the property of third parties.
- 6.5. The subscriber may only use the service for non-commercial purposes unless agreements to the contrary have been made with XS News. The subscriber is not permitted to link a network or other users, whether within its own organisation or not, with (parts of) the XS News service in any way without the express permission of XS News.
- 6.6. If the subscriber contravenes the above sections of this article or XS News suspects that contravention has occurred, XS News is entitled to take measures such as suspending the obligation to provide the service. In that case the subscriber cannot make any claim for return of payments made in advance or any claim for compensation.

7. Intellectual property

- 7.1. It is prohibited to offer products which infringe on the intellectual property rights of third parties via the service at any time. It is the responsibility of the subscriber to check the legal status of the intellectual property rights before a report is made available via the XS News service.
- 7.2. There is a possibility that copyright or intellectual property rights may be attached to data which is available via the network. XS News does not monitor the information which is placed on the usenet network.
- 7.3. The subscriber safeguards XS News against any claims of third parties to compensation for damage or loss which these third parties could recover from XS News in any way, especially in relation to damage or loss linked to infringements of intellectual property rights of third parties, but not limited to these.
- 7.4. The subscriber agrees not to violate the Copyright Act by sending works to which copyright is attached via the XS News service or having these works sent or stored without the permission of the copyright holder. If a subscriber uploads material to which copyright is attached without the consent of the copyright holder, XS News reserves the right to suspend the report and to terminate the subscription.

8. Spam & Flooding

- 8.1. XS News does not tolerate the sending of spam in any way and it takes far-reaching measures to prevent the presence of spam via the service as much as possible. XS News operates a zero tolerance policy where spam is concerned. Although many types of material can be defined as spam, XS News does not permit any commercial advertising for products or services. You will find more information about material which XS News deems inappropriate in the policy for fair use.
- 8.2. If a large number of articles are posted without any useful purpose for others or with the clear intention of interfering with a news group or disturbing the use of the news group for others, XS News will deem this to be "flooding". XS News places this misuse in the DoS (Denial of Service) category and it is regarded as a serious abuse of the service.

- 8.3. Once it has been established that flooding has taken place, XS News is entitled to take measures such as suspension of the obligation to provide a service, but not limited to this. In that case the subscriber cannot make any claim for return of payments made in advance or any claim for compensation.

9. Controversial & explicit material

- 9.1. XS News is not in any way responsible for the content of the communication of the subscriber via the XS News service. While using the service, the subscriber has access to and may be exposed to materials which it may deem offensive on occasion. Examples of this include sexually explicit text and (coded) images, debates between supporters and opponents of certain religions, dubious political opinions and hateful statements. XS News renounces any liability for any damage which results from exposure to such material, including (but not restricted to) offence, defamation and disseminating hatred.
- 9.2. XS News will not tolerate its subscribers committing offences in relation to the possession or dissemination of child pornography in whatever form. If such offences are established, XS News will report this to the police immediately and block access to the network for the subscriber.

10. Security and personal data

- 10.1. XS News processes personal data from subscribers when providing the service on the basis of this agreement. These data are recorded in the XS News administration, which is only used for administrative purposes and within the framework of implementation of the agreement. XS News observes the applicable legislation and regulations regarding protection of privacy, in particular the Personal Data Protection Act and the Telecommunications Act. These data will not be made public or passed on to third parties for other purposes without the consent of the subscriber or a court order.
- 10.2. XS News ensures that it takes appropriate measures to keep personal data secure. Personal data are not kept for any longer than is necessary for effective conduct of business or than is legally obligatory. XS News will not be held liable for any damage or loss to subscribers or third parties as a consequence of the XS News security policy.
- 10.3. If the subscriber notices or suspects that third parties have gained access to the XS News network via its personal subscription in an improper way, it must report this to XS News immediately in writing (including via email). Rather than XS News, the subscriber is responsible for the use of its subscription at all times and liable for any damage or loss which has resulted from an improper use of the service of this nature.
- 10.4. The subscriber recognises and accepts that the information that it provided for payment of the subscription to XS News may be used by XS News and provided to companies who carry out work at XS News' request with the sole objective of checking creditworthiness, effecting payment to XS News and/or facilitating the account of the subscriber.

11. Emergencies

- 11.1. In emergencies where XS News deems it reasonable, XS News is entitled to make changes in relation to the service provided by XS News with or without giving prior notice to the subscriber, or to take other (temporary) measures which XS News deems necessary at that moment in order to guarantee the continuity of the service. The subscriber will be informed about this as quickly as possible.
- 11.2. XS News is not liable for any damage or costs borne by the subscriber as a result of the measures referred to in section 1 of this article. If such measures are taken, the subscriber is not entitled to withdraw from its obligations unilaterally.

12. Force majeure

- 12.1. XS News is not liable if a failure to meet its obligations towards the subscriber is the result of circumstances for which it cannot be held accountable. These include, but are not restricted to, failure of the electricity supply or other faults for which XS News cannot be blamed, international conflicts, industrial unrest among XS News staff or third parties which provide services to XS News, boycotts or measures taken by any government or authority.

13. Liability

- 13.1. XS News is not liable for direct and/or indirect damage or loss suffered by the subscriber as a consequence of an (accountable) shortcoming in fulfilling any agreement or any other obligation of XS News towards the subscriber which is not due to malicious intent or gross negligence on the part of XS News. The liability is in any case restricted to direct damage to business and direct damage due to death or injury and at the most it will amount to a sum equal to the sum which XS News has received for the services provided, with a maximum of € 4,500.
- 13.2. XS News is not liable for any indirect damage or loss, including but not limited to consequential damage or loss, damage to reputation or goodwill and financial losses including but not limited to loss of turnover, profits, contracts, trade or expected savings. XS News is not bound to payment of compensation for damage or loss as a consequence of failure and/or inaccessibility of the internet, trading loss, damage or loss caused by the leakage of confidential data, damage or loss caused by electronic payment or damage or loss resulting from claims of third parties towards the subscriber.
- 13.3. XS News is not liable for damage or loss on the part of the subscriber which is caused by third parties which may or may not be making use of the XS News service.
- 13.4. The subscriber safeguards XS News from all claims of third parties in connection with use of the service by the subscriber and/or unsatisfactory fulfilment by the subscriber of any obligation towards XS News, whether emanating from these general terms and conditions or not.
- 13.5. The subscriber is at all times liable for the consequences of shortcomings in the performance of XS News towards third parties which are caused by or as a result of conduct of the subscriber.

14. Confidentiality

- 14.1. XS News and the subscriber will never provide confidential information concerning the other party to third parties or make it public without the prior written (including email) consent of the other party. The passwords of the subscriber will be treated as confidential information. The subscriber alone is responsible for maintaining the secrecy of these passwords and preventing (illegal) use of them by a third party.
- 14.2. Confidential information is in any case understood to be the dealings and communications of the subscriber and any other information concerning XS News which has not yet been made public and which was considered to be confidential at the time it was made available to the subscriber by XS News.
- 14.3. Confidential information does not include information which is already in the public domain, which has been developed independently without access to the other party's confidential information, which was legally obtained from a third party or which had to be made public on the basis of a legal stipulation or a court order.

15. Final stipulations

- 15.1. A time limit of one year applies for all claims of the subscriber towards XS News from the point in time when the claim originated. Interruption of the limitation occurs in accordance with general legal regulations.
- 15.2. Arrangements and/or possible undertakings by or on behalf of XS News after the agreement has come into force only bind XS News if it has confirmed them in writing.
- 15.3. Without the prior (written) consent of XS News, the subscriber is not permitted to transfer any rights and obligations as a result of these general terms and conditions and any agreement with XS News.
- 15.4. XS News is entitled to transfer the rights and obligations from the agreement (in full or in part) to a third party or to contract them out without the prior (written) consent of the subscriber.
- 15.5. If a stipulation from the general terms and conditions is partially or fully contrary to a legal stipulation or is null and void, then these terms and conditions will continue to apply with the exception of that one stipulation. The stipulation which has been rendered null and void will be replaced by a stipulation which comes as close as legally possible to the sense which the parties reasonably wished to assign to this agreement at the point in time when the agreement was made.
- 15.6. Changes in the authorisation of the subscriber, of its representatives or powers of attorney will only come into force with regard to XS News once XS News has been informed of this in writing.
- 15.7. The subscriber is obliged to inform XS News of any change in (email) address in writing or by email without delay. If XS News has to contact the subscriber in writing, it is discharged of any responsibility if it directs the communication to the last address which the subscriber provided in writing.
- 15.8. Dutch law applies to relations between the subscriber and XS News. Disputes between the subscriber and XS News are brought to the competent court in [Amsterdam] unless legislation or international conventions prescribe otherwise.

Effective Date July 2016