

TERMS OF SERVICE FOR CK IT SOLUTIONS

Ck IT Solutions, located at Banckertlaan 2, 3941VN, Doorn, COC: 83132023 (hereinafter “we”, “us”) applies the following conditions for all customers (hereinafter “you”, “the customer”, “the clients”) who purchase or use <https://ck-itsolutions.nl>, <https://billing.ck-itsolutions.nl>, <https://remote-ipv4.com>, and/or <https://ck-hosting.com> (hereinafter “the website”) and the products/services offered by us (hereinafter “the service”, “the services”).

1. Applicability of the General Terms

1.1: These terms apply to all quotations, offers, agreements, and deliveries of services or goods by or on behalf of us.

1.2: Deviations from these terms are only valid if expressly and in writing agreed upon by both us and the customer.

2. Pricing, Offers, and Quotations

2.1: Prices displayed on the website, invoices, quotations, or elsewhere are exclusive of VAT, setup fees, and any other government levies, unless otherwise stated.

2.2: Prices may change, and we will provide reasons for any such changes to the customer. If you disagree with these changes, you have the right to terminate the service within 14 days of the modification.

2.3: If the prices of suppliers upon which Ck IT Solutions' services rely increase, we reserve the right to adjust prices or terminate the service.

2.4: Offers are non-binding and valid for a limited period, unless expressly stated otherwise. Offers expire after the specified term and are no longer valid thereafter.

2.5: Offers and quotations do not automatically apply to subsequent orders, unless agreed upon between us and the customer.

3. Payment

3.1: When purchasing the service or settling an invoice, the full amount including VAT and setup fees will be charged, unless otherwise stated.

3.2: Failure to pay on time will constitute default. In case of default lasting more than a day, we have the right to suspend obligations and/or the service until the full payment is received, and additional costs may apply.

3.3: If the customer obstructs the execution of the service, the customer is still obligated to pay the agreed price.

3.4: In cases of non-payment, we may engage a collection agency to recover the outstanding amounts.

3.5: If the customer refuses payment more than seven days after the due date, we have the right to cancel the service, including associated data.

4. Right of Withdrawal, Refund, and Compensation

4.1: When the customer purchases the service, the right of withdrawal lapses upon receipt of the service.

4.2: Refunds are only possible if the customer has not received the service within 5 days or if the service is non-functional to the extent of being unusable. Determining usability is at our discretion.

4.3: Compensation can be provided if the service was unusable but is resolvable. Compensation will account for the number of days the service was unusable, by shifting the invoice date accordingly.

5. Termination and Cancellation

5.1: The customer can terminate the service at any time, unless otherwise stated.

5.2: Termination must be done through the customer panel, unless expressly agreed upon and confirmed in writing by both parties.

5.3: No compensation or refund is owed to the customer upon termination.

5.4: We are not liable for any damage or data loss upon termination.

5.5: Even upon termination, the customer is still obliged to pay any outstanding amounts and invoices within the payment term.

5.6: We have the right to cancel the service in case of difficulties with the customer, suppliers, or third parties involved in the service.

5.7: After cancellation/termination of the service, all related data will be permanently deleted, and we are not liable for any loss of data incurred as a result.

6. Damages, Data Loss, and Liability

6.1: We are not liable for damages or data loss not caused by us or not under our responsibility.

6.2: We are not liable for damages or data loss occurring during service provision, unless intentional.

6.3: Our liability is limited to our contribution to damages or data loss.

7. Force Majeure

7.1: In cases where we cannot deliver the service (timely) due to force majeure, we are not liable for any resulting damages.

7.2: Force majeure includes unforeseeable circumstances such as illness, war or war danger, civil war and riot, sabotage, terrorism, power outage, flood, earthquake, fire, occupation, strikes, labor disputes, altered government measures, transport difficulties, and other disruptions in or around the companies or suppliers on which the service depends.

7.3: In cases mentioned in article 7.2, we are not obliged to provide services and may delay delivery until the issues are resolved.

7.4: If the situation in article 7.3 lasts longer than 30 calendar days, both parties have the right to terminate the service.

8. Un)planned Maintenance and Downtime

8.1: We have the freedom to perform planned maintenance at our discretion, indicating the reason, date, time, and duration.

8.2: Planned maintenance may exceed the estimated time and does not need to have a specific duration if unknown.

8.3: Unplanned maintenance refers to maintenance announced up to 12 hours in advance.

8.4: Like planned maintenance, unplanned maintenance can also extend beyond the estimated duration.

8.5: We are not liable for, nor owe compensation to the customer for any effects on the customer due to maintenance, whether planned or unplanned.

8.6: No compensation is owed for downtime not caused by (un)planned maintenance or force majeure.

8.7: If downtime, not due to maintenance or force majeure, lasts over 48 hours, compensation may be offered based on article 4.3.

9. Illegal Activities

9.1: The service shall not be used for illegal activities.

9.2: Illegal activities include actions contrary to Dutch law, such as DDoS attacks, hacking, attacks on websites, assault, arms trade, human trafficking, etc.

9.3: For any illegal activity conducted by the customer, we may charge costs based on the extent, nature, and duration of the activity.

9.4: We reserve the right to immediately terminate the service for illegal activities, based on their severity.

10. Backups

10.1: We intermittently create backups of our servers and may not always have a recent backup of the service.

10.2: The customer is responsible for creating backups of their own service.

11. Support during and outside Business Hours

11.1: Support is available during business hours, unless stated otherwise.

11.2: Support is not obligated for services related to external companies and applications not originating from us.

11.3: Outside business hours, we provide support for urgent network and server issues.

11.4: After-hours support will be managed through the Network Operations Center (NOC) and may incur costs based on the issue, time, and duration.

11.5: For urgent matters, customers can reach us by phone using the number provided on the website, selecting either "Network Operations Center" or "emergency."

11.6: Urgent matters include issues affecting Ck IT Solutions directly or causing critical problems for the customer.

11.7: Before calling outside business hours, customers must create a NOC ticket on the website with the problem description and relevant information.

11.8: Misusing the emergency line may result in charges.

12. Applicable Law and Jurisdiction

12.1: The laws of the Netherlands exclusively apply to all agreements between the parties.

12.2: The Dutch court in the jurisdiction of Ck IT Solutions' location holds exclusive jurisdiction for any disputes unless mandatory law dictates otherwise.

12.3: The application of the Vienna Sales Convention is excluded.

12.4: If one or more provisions of these terms are considered unreasonably onerous in a judicial proceeding, the remaining provisions remain in effect.

13. Amendments to the Terms of Service

13.1: We reserve the right to modify the terms of service at any time.

13.2: Changes will become effective 14 days after notifying customers about the modifications.

14. SPECIAL TERMS AND CONDITIONS FOR CK IT SOLUTIONS REMOTE IPV4 & REMOTE DDOS PROTECTION SERVICES (APPLICABLE ONLY TO ALL CUSTOMERS PURCHASING CK IT SOLUTIONS REMOTE IPV4 & REMOTE DDOS PROTECTION SERVICES)

14.1 “This agreement is entered into between Ck IT Solutions (COC: 83132023) (hereinafter referred to as the “Licensor”) and the individual or entity that has purchased the product (hereinafter referred to as the “Licensee”).

14.2 The licensee acknowledges that the product encompasses all software, documentation, and related materials provided by the licensor and installed on the licensee’s server in connection with the use of the product. The licensee shall not sublicense, distribute, sell, or otherwise transfer any part of the product to any third party without the prior written consent of the licensor. Any unauthorized sublicensing, distribution, sale, or transfer of the product shall be deemed a material breach of this agreement.

14.3 It is hereby acknowledged that the general terms of service of Ck IT Solutions are also applicable to this agreement.”

FAIR USE GUIDELINES FOR DATA USAGE ON DEDICATED SERVERS, VIRTUAL PRIVATE SERVERS, REMOTE IPV4, AND REMOTE DDOS PROTECTION.

Bandwidth Consumption:

1. Reasonable Utilization: You are permitted to utilize the available bandwidth on your dedicated server or VPS within the boundaries of what is deemed appropriate for regular service usage. This encompasses supporting your website, applications, email traffic, and other legitimate purposes.

2. Avoiding Excessive Consumption: The consumption of bandwidth to an extent that negatively impacts other users is not allowed. Further details are outlined in section 9.2.

Monitoring and Compliance:

1. Monitoring Practices: We maintain the right to monitor the data consumption of your dedicated server, VPS, or other hosting services to ensure adherence to these Fair Use Guidelines.

2. Action in Case of Breach: In the event of a breach of these guidelines, we retain the right to undertake suitable actions, including but not limited to:

Imposing bandwidth limitations on the implicated service to safeguard other users.

Implementing corrective actions to mitigate the impact on network performance.

Suspending or terminating the provision of the service(s).

Below, we provide transparent outlines of the permissible consumption for each service:

Dedicated Servers: 50TB

Virtual Private Servers: 5TB

Remote IPv4: 1TB/IPv4

Remote DDoS Protection: 20Mbit/s [Clean Traffic]

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