

Simple Game Servers Terms and Conditions

Definitions

1. Simple Game Servers: Simple Game Servers, located in Horst, the Netherlands under KvK nr. 81028296.
2. Customer: The person with whom Simple Game Servers has entered into an agreement.
3. Parties: Simple Game Servers and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person.

Applicability Terms and Conditions

1. These terms and conditions apply to all quotations, offers, operations, orders, agreements and deliveries of services or products by or on behalf of Simple Game Servers.
2. The parties may only deviate from these terms if they have agreed to do so expressly and in writing.
3. Parties expressly exclude the applicability of additional and/or different terms and conditions from the customer or third parties.
4. If the customer registers and agrees to these terms, the customer guarantees that he is eighteen (18) years of age or older or has the consent of a legal representative.

Prices

1. All prices used by Simple Game Servers are in euros and including VAT.
2. Any pricing given by Simple Game Servers for its products or services, on its website or otherwise disclosed, may be changed by Simple Game Servers at any time.
3. Simple Game Servers has the right to adjust the prices monthly.
4. Prior to its entry, Simple Game Servers will notify the customer of price adjustments.
5. The consumer has the right to terminate the agreement with Simple Game Servers if he does not agree to the price increase.
6. All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.

Consequences for failure to pay on time

1. If the customer does not pay within the agreed time frame, Simple Game Servers is entitled to charge an interest rate of 1% per month from the day the customer is in default, with a portion of a month being charged for a whole month.
2. In addition, if the customer is in default, he is liable for out-of-court collection costs and any damages to Simple Game Servers.
3. The collection costs are calculated on the basis of the Decision compensation for out-of-court collection costs.
4. If the customer does not pay on time, Simple Game Servers may suspend its obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of Simple Game Servers on the customer are immediately payable.
6. If the customer refuses to cooperate with the implementation of the agreement by Simple Game Servers, he is still obliged to pay the agreed price to Simple Game Servers.

Delivery

1. Customer agrees to the direct delivery of services provided by Simple Game Servers, when using his/her right of withdrawal, costs are settled according to ratio of use.
2. Simple Game Servers executes the agreement to the best of their ability and in accordance with the requirements of good craftsmanship.
3. Simple Game Servers has the right to have the agreed service (partially) provided by third parties.
4. If the customer has not ensured that Simple Game Servers can start the execution of the agreement in a timely manner, the resulting additional costs and/or extra hours will be borne by the customer.
5. Simple Game Servers cannot guarantee uptime. Simple Game Servers is not liable for any downtime.
6. Backups are a responsibility of the customer, Simple Game Servers is not liable for this.

Information provided by the customer

1. The customer will make all information, data and documents relevant to the correct execution of the agreement available to Simple Game Servers in a timely and desired form and in the desired way.
2. The customer shall ensure the accuracy, completeness and reliability of the information, data and documents made available, even if they come from third parties, insofar as the nature of the contract does not result otherwise.
3. If and as far as the customer so requests, Simple Game Servers will return the relevant documents.
4. If the customer does not make available, in a timely manner or not properly the information, data or documents reasonably required by Simple Game Servers and the implementation of the agreement is delayed, the resulting additional costs and additional hours will be borne by the customer.

Duration of service contract

1. The agreement between Simple Game Servers and the customer regarding a service or service is entered into indefinitely, unless the nature of the agreement results in something else or the parties have expressly and in writing agreed otherwise.
2. If a fixed-term contract has been entered into, it shall be tacitly converted into an indefinite contract after the expiry of the period, unless one of the parties terminates the contract subject to a period of notice of 1 month or a consumer terminates the contract subject to a period of notice of 1 month, thereby terminating the contract by law.

Cancel contract service for indefinite time

1. The customer may terminate an agreement for a service that has been entered into indefinitely at any time, subject to a notice period of 1 month.

Protection

The customer protects Simple Game Servers from all third-party claims related to the products and/or services provided by Simple Game Servers.

Complaints

1. The customer should investigate a product or service provided by Simple Game Servers as soon as possible for any shortcomings.
2. If a product delivered or service is not provided to what the customer could reasonably expect from the agreement, the customer should inform Simple Game Servers as soon as possible, but at least within 1 month of the finding of the deficiencies.
3. The customer gives as detailed a description as possible of the shortcoming, so that Simple Game Servers is able to respond adequately to this.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.

Chargebacks

1. Simple Game Servers requires the customer to never, rightly or wrongly, chargeback paid money to Simple Game Servers without contacting Simple Game Servers about the desired chargeback.
2. If the customer uses chargeback, the total amount charged back plus fifty-nine (59) euros per transaction will be charged. The reason for this is the costs that Simple Game Servers are charged in the case of such a refund.
3. The customer has seven (7) days to pay the total refund plus other administration costs, after which it will be handed over to a collection agency, with all additional consequences for the customer.

Illegal activities

1. For all services provided by Simple Game Servers, the customer is not permitted to use the services provided by Simple Game Servers for actions and/or conduct that violate Dutch law. These include, but not only the following cases:
 1. The unsolicited, or excessive sending of emails
 2. Unlawful infringement of copyrighted works
 3. Distributing child pornography, sexual harassment or otherwise harassing people through an account on our servers
 4. Consciously, or unconsciously overloading the server
 5. The unlawful penetration of other computers and/or computer systems on the Internet

Notice of default

1. The customer must make a written statement to Simple Game Servers.
2. It is the customer's responsibility that the notice of default reaches Simple Game Servers in a timely manner.

Customer's liability

If Simple Game Servers enters into an agreement with multiple customers, each of them will be liable severally for the full amounts they owe to Simple Game Servers under that agreement.

Liability Simple Game Servers

1. Simple Game Servers is only liable for any harm suffered by the customer if and to the extent that such damage is caused by intentional or deliberate recklessness.
2. If Simple Game Servers is liable for any damage, it is only liable for direct damages arising from or related to the execution of an agreement.
3. Simple Game Servers is never liable for indirect damages, such as consequential damages, lost profits, missed savings or damage to third parties.
4. If Simple Game Servers is liable, this liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the website are only indicative and apply only approximately and cannot be grounds for compensation and/or (partial) termination of the contract and/or suspension of any obligation.

Expiry period

Any right of the customer to compensation from Simple Game Servers will in any case expire 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

Right to dissolution

1. The customer has the right to terminate the contract if Simple Game Servers attributable fails to fulfil its obligations, unless that shortcoming, given its special nature or small significance, does not justify the dissolution.
2. If Simple Game Servers do not comply with the obligations permanently or temporarily, dissolution can only take place after Simple Game Servers is in default.
3. Simple Game Servers has the right to terminate the agreement with the customer if the customer does not fully or in time comply with his obligations under the agreement, or if Simple Game Servers has taken note of circumstances that give him good ground to fear that the customer will not be able to properly fulfil his obligations.

Force majeure

1. In addition to Article 6:75 Civil Code, a failure of Simple Game Servers in the fulfilment of any obligation to the customer cannot be attributed to Simple Game Servers in any situation independent of the wishes of Simple Game Servers, thereby preventing in whole or in part the fulfilment of its obligations to the customer or thus preventing the fulfilment of its obligations to the customer, or thus preventing the fulfilment of its obligations from Simple Game Servers. Required.
2. The force majeure situation referred to in paragraph 1 shall also include - but not exclusively - a state of emergency (such as civil war, riots, riots, natural disasters, etc.); failure and force majeure of suppliers, delivery drivers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation occurs that prevents Simple Game Servers 1 or more of its obligations to the customer, those obligations will be suspended until Simple Game Servers can comply.
4. From the time a force majeure situation has lasted at least 30 calendar days, both parties may terminate the agreement in writing in whole or in part.

5. Simple Game Servers does not owe any (damage) compensation in a force majeure situation, even if it enjoys some advantage due to the force majeure situation.

Changes in terms and conditions

1. Simple Game Servers is entitled to change or supplement these terms and conditions.
2. Changes of minor importance can be made at any time.
3. The customer is supposed to keep himself informed of the current terms and conditions at all times.
4. The customer will be informed in case of major substantive changes by Simple Game Servers as much as possible in advance.
5. Consumers are entitled to terminate the contract in the case of a substantial change in the terms and conditions. The excess money transferred from the customer to Simple Game Servers which is used for the period in which the customer will no longer use the service, due to termination of the agreement on the basis of the above grounds, will be transferred back.

Transfer of rights

1. Rights of the customer from an agreement between parties cannot be transferred to third parties without the prior written consent of Simple Game Servers.
2. This provision shall be considered as a clause having legal effect as referred to in Article 3:83, second paragraph, Civil Code.

Consequences nullity

1. If one or more provisions of these terms and conditions proves to be dismissible, this does not affect the other terms and conditions of these conditions.
2. In that case, a provision that is dismissible will be replaced by a provision closest to what Simple Game Servers envisioned when drafting the terms at that point.

Applicable law and competent court

1. Any agreement between the parties is limited to Dutch law.
2. The Dutch court in the district where Simple Game Servers is located / holds practice / holds office is exclusively competent to take note of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 13 December 2020.