

# GENERAL TERMS OF SERVICE

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## Horizon Datacenter

### Horizon IT Solutions

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# Horizon-IT

## Article 1: Definitions

1. **Virtual Private Server (VPS):** A shared portion of computing resources on a large host within a High Availability (HA) cluster, where memory and disk space are guaranteed, but CPU power is shared with other customers.
2. **Virtual Dedicated Server (VDS):** A shared portion of computing resources on a large host, specifically for virtualization, with guaranteed and reserved CPU cores, RAM, and disk space for the customer within an HA cluster.
3. **Dedicated Server:** A physical machine in the data center of Horizon Datacenter, which is not part of an HA cluster.
4. **Compute Space:** Virtual containers based on LXC technology on a shared host.
5. **Service Level Agreement (SLA):** A separate agreement outlining managed services and support levels beyond standard offerings.

## Article 2: Contract Duration and Renewal

### 1. Standard Contract Duration:

- The standard contract duration is 31 days, except for services with an SLA, which have a duration of one year.
- Termination must occur at least one term before the renewal date.

### 2. Automatic Renewal:

- Services are renewed automatically for the duration of the contract unless canceled by the customer at least 14 days before the expiry date.
- Compute Space services are prepaid and do not renew automatically.

### 3. Cancellation by Customer:

- The customer has the right to cancel their service at least 14 days before its expiry date.
- Cancellation requests must be submitted in writing to Horizon Datacenter.

### 4. Cancellation by Horizon Datacenter:

- Horizon Datacenter reserves the right to cancel the service of a customer 4 days before their renewal date.
- Notice of cancellation will be provided to the customer via email.

## Article 3: Prices, Quotes, and Payment Terms

### 1. Pricing Changes:

- Horizon Datacenter reserves the right to change prices with one month's notice.
- Customers will be notified of price changes via email or official communication channels.

### 2. Invoicing:

- Invoicing occurs in advance and is calculated per day.
- Invoices are binding. if the customer uses the service for any duration, payment is obligatory.

### 3. Payment Terms:

- Payments must be made within 7 days of the invoice date.
- After 7 days, a reminder will be sent. After 14 days, a second reminder with additional costs may be issued.
- In case of late payment, the service will be suspended until payment is made in full.

### 4. Validity of Quotes:

- Quotes provided by Horizon Datacenter are valid for 7 days from the date of issue.

## Article 4: Usage Policy

### 1. Prohibited Activities:

- Customers are prohibited from performing illegal activities using Horizon Datacenter's network, including but not limited to:
  - TOR services
  - Torrenting
  - Distributed Denial of Service (DDoS) attacks
  - IPTV hosting
  - Email hosting (exceptions may apply. please contact us)

### 2. Abuse Handling:

- **Immediate Suspension:** Upon receiving a report of abuse, the service will be immediately frozen.

- **Customer Response:** The customer must respond to our notification within 12 hours.
- **Administrative Fee:** For each received abuse report, an administrative fee of **€70** will be charged.
  - If multiple abuse reports are received, the fee is charged per report (e.g., 5 emails result in  $5 \times €70 = €350$ ).
- **Failure to Respond:** Failure to respond within 12 hours may result in additional administrative fees and further action.

### 3. Server Exploitation:

- If a server has been exploited:
  - The service will be immediately terminated.
  - An administrative fee of **€150** will be charged, excluding any additional abuse email fees.

### 4. Server Maintenance and Security:

- **Customer Responsibility:** Customers are responsible for the security and maintenance of their servers.
- **Security Risks:** If a server is not well-maintained and poses a security risk to other servers:
  - The owner will be notified and must act within 2 business days.
  - Failure to comply will result in suspension of the service due to security concerns.

### 5. Exploits and Bugs:

- **Reporting Obligations:** Customers must notify Horizon Datacenter if they discover any software bug or exploit that grants them any benefits over other customers, including financial ones.
- **Determination of Exploit:** Horizon Datacenter reserves the right to determine if an action constitutes an exploit.
- **Termination Rights:** Horizon Datacenter has the right to immediately terminate the service if necessary.

## Article 5: Service Level and Support

### 1. Unmanaged Services:

- All services are provided as unmanaged unless the customer has a separate SLA.

- Customers are responsible for installing their software and managing their servers.

## 2. Customer Support:

- **Hourly Rate:** Horizon Datacenter provides customer support at an hourly rate.
- **Time Tracking:** Horizon Datacenter reserves the right to log the time spent on support services.
- **Non-Disputable Charges:** The customer cannot dispute the time recorded and billed for support services.

# Article 6: Uptime and Downtime

## 1. Uptime Commitment:

- Horizon Datacenter strives to achieve an uptime of **97.9%** on a yearly basis.
- This commitment is a goal and not a guarantee.

## 2. Downtime Calculation:

- Downtime is calculated from the moment Horizon Datacenter acknowledges a service outage.
- Scheduled maintenance and events outside of Horizon Datacenter's control are excluded from downtime calculations.

## Article 7: Termination of Services

### 1. Notice Period:

- Termination requests must be submitted at least one term before the renewal date unless otherwise specified in the SLA.

### 2. Initiation of Termination:

- Termination can be initiated by either the customer or Horizon Datacenter.
- All termination requests must be made in writing.

## Article 8: Liability

### 1. Customer Responsibility:

- Horizon Datacenter is not liable for damages resulting from the customer's use of unmanaged services.
- Customers are solely responsible for maintaining and securing their systems.

### 2. Data Breaches:

- In the event of a security breach at Horizon Datacenter resulting in data leaks, Horizon Datacenter will be liable in accordance with applicable laws.

## Article 9: Changes to Terms and Conditions

### 1. Right to Change:

- Horizon Datacenter reserves the right to modify these terms and conditions without prior notification.
- Changes will be communicated to customers via email or official communication channels.

### 2. Customer Rights:

- Customers have the right to cancel their service before the changes go into effect.
- Continued use of services after changes indicates acceptance of the new terms.

## Article 10: Privacy and Data Protection

### 1. Data Storage:

- All customer data is stored encrypted on RAID-configured storage machines in a secure data center.
- Horizon Datacenter adheres to applicable data protection laws and regulations.

## Article 11: Force Majeure

### 1. Exclusion of Liability:

- Horizon Datacenter is not liable for any downtime or damages resulting from events beyond its reasonable control, including but not limited to:
  - Natural disasters
  - Acts of terrorism
  - Government actions
  - Bankruptcy
  - Unauthorized access or theft (e.g., burglary)

## Article 12: Complaint Handling

### 1. Submitting Complaints:

- Complaints can be submitted via email to [complaints@horizon-datacenter.com](mailto:complaints@horizon-datacenter.com).
- All complaints will be addressed within 24 hours of receipt.

## Article 13: Disputes and Applicable Law

### 1. Dispute Resolution:

- Disputes will be resolved personally or through mediation if necessary.
- Both parties agree to attempt to resolve disputes amicably before pursuing legal action.

### 2. Applicable Law:

- These terms and conditions are governed by the laws of the netherlands.