

General Terms and Conditions

V1.1 / KJAY 2026

kjay.nl · Chamber of Commerce (KVK) 92893449

This is an English translation of the Dutch original for convenience. In the event of any discrepancy between this translation and the Dutch version, the Dutch version prevails.

TABLE OF CONTENTS

1. GENERAL

1.1 Applicability

1.1.1 These terms and conditions apply to all offers, agreements and/or other legal relationships between KJAY, trading as KJAY with the secondary trade name KJAY.dev, and Client.

1.1.2 KJAY may amend the KJAY General Terms and Conditions. The amended KJAY General Terms and Conditions will be published on the KJAY website (<https://kjay.nl/terms>).

1.2 Definitions

1.2.1 In these KJAY General Terms and Conditions, the following words and terms are, among others, written with a capital letter.

1.2.2 KJAY: KJAY, established at Zonnewende 108, 7325 EX Apeldoorn, the Netherlands, and registered with the Dutch Chamber of Commerce (KVK) under number 92893449. Trading as KJAY with the secondary trade name KJAY.dev.

1.2.3 Service(s): The service(s) provided by KJAY to Client under the Agreement, such as website hosting, offering domain names for purchase, providing e-mail services, and designing, building and hosting WordPress websites and themes.

1.2.4 Back-up: Copies of digital data and/or files kept in reserve.

1.2.5 Documentation: The further (functional) description of Products and Services.

1.2.6 Fair Use Policy: KJAY's policy regarding Client's reasonable use of the amount of data (storage), network capacity or traffic to be used.

1.2.7 Access Credentials: Login name, passwords, addressing data and/or other codes.

1.2.8 Client: Anyone who requests and instructs the (delivery of) Services.

1.2.9 Agreement: the arrangements between KJAY and Client describing the Services to be provided by KJAY as well as Client's consideration, to which these General Terms and Conditions apply.

1.2.10 Support: The assistance provided by KJAY in the use of the Services.

1.2.11 Hosting: The Service consisting of the storage and/or transmission of material supplied by Client, such as a website.

1.2.12 Business Days: Normal Dutch working hours (9:00 a.m.-5:00 p.m. CET) and days (Monday to Friday), excluding Dutch national holidays.

1.2.13 Work: The WordPress website and/or WordPress theme designed and/or built by KJAY on Client's instructions, including the related design, layout and source code, with the exception of third-party software (including WordPress itself and any plugins used).

1.3 Offers

1.3.1 All offers are without obligation, unless expressly stated otherwise in writing in KJAY's offer.

1.4 Formation of the Agreement

1.4.1 The Agreement, or any amendment thereof, is formed electronically at the moment KJAY sends Client the (electronic) confirmation that the request has been accepted. KJAY is entitled to refuse a request without stating reasons.

1.4.2 Client declares to have completed the (online) request form fully and truthfully, and declares that it will promptly inform KJAY of any changes to this information.

1.5 Right of Withdrawal

1.5.1 The right of withdrawal does not apply to Clients acting in the course of a profession or business.

1.5.2 In the case of distance contracts as referred to in Section 6:230o of the Dutch Civil Code, Client has the right to withdraw from the Agreement within 14 days without giving any reason.

1.5.3 The withdrawal period expires 14 days after the day on which the Agreement was concluded.

1.5.4 To exercise the right of withdrawal, Client must send KJAY an unambiguous statement by e-mail or post stating its decision to withdraw from the Agreement. Client may also use the model withdrawal form available on our website, although use of this form is not mandatory.

1.5.5 If Client validly withdraws from the Agreement, Client will receive all payments made up to that point from KJAY without undue delay and in any event no later than 14 days after KJAY has been informed of the withdrawal. Reimbursement will be made using the same means of payment Client used for the original transaction, unless Client expressly agrees otherwise. No fees will be charged by KJAY for such reimbursement.

1.6 Term and Termination of the Agreement

1.6.1 The agreement between KJAY and Client is always entered into for the term specified in the agreement. If no other term has been agreed, the agreement has a duration of 1 (one) year where delivery relates to a Service for which an amount is charged periodically. If this agreement is not terminated, or not terminated in time, it will be continued for an indefinite period.

1.6.2 If, after one year, the Agreement continues for an indefinite period, Client may terminate the agreement at any time subject to one month's notice.

1.6.3 The agreement may be terminated via the KJAY website, by letter, or by e-mail.

1.7 Client's Cooperation/Duty to Provide Information

1.7.1 All assignments are carried out by KJAY on the basis of the data, information, wishes and/or requirements made known to KJAY by Client.

1.7.2 Client must ensure that KJAY always has access to a working e-mail address for Client. KJAY may send all communications and questions regarding the Agreement to this e-mail address. Client must therefore check the mailbox linked to this e-mail address regularly.

1.7.3 Client shall provide KJAY with all cooperation and shall always provide, in a timely manner, all data and/or other information useful and necessary for the proper performance of the agreement. Client shall be responsible for the accuracy of this data and/or other information.

1.7.4 If data, information, wishes and/or requirements necessary for the performance of the agreement are not made available to KJAY, not made available in time, and/or not made available in accordance with the arrangements made, or if Client otherwise fails to meet its obligations, KJAY shall in any case have the right to terminate or dissolve the agreement or to suspend performance of the agreement.

2. SERVICES

2.1 Access Credentials

2.1.1 KJAY will provide Client with Access Credentials to obtain access to the Services.

2.1.2 Client shall handle these Access Credentials with care. In the event of loss, theft and/or any other form of unlawful use, Client shall notify KJAY so that appropriate measures can be taken.

2.1.3 Client bears all responsibility, liability and costs caused by the use of the Access Credentials used and/or disclosed by Client. Under no circumstances shall KJAY be liable for misuse and/or unlawful use of the Access Credentials.

2.2 Hosting and E-mail Services

2.2.1 KJAY strives for continuous availability of the Services. The Code of Conduct (Article 2.5) and the Fair Use Policy (Article 2.6) apply to the use of the Services.

2.2.2 KJAY may, at its own discretion, offer Client the option to make adjustments, extensions and/or changes to the Services provided. Where this option is offered to Client, Client is responsible and liable for all such adjustments, extensions and/or changes and the resulting consequences.

2.2.3 In connection with access to and use of the Services, Client shall directly or indirectly have equipment and software that meets the standards and/or requirements set by KJAY and communicated to Client.

2.2.4 Client is obliged to follow KJAY's instructions regarding the Services.

2.2.5 If Client notices a malfunction, this must be reported to KJAY immediately. Following such a report, KJAY will take measures that lead, or may possibly lead, to resolution.

2.2.6 The costs of resolving a malfunction shall be borne by Client if it appears that the malfunction resulted from Client's improper use, or from Client's acts or omissions in breach of the Agreement.

2.2.7 KJAY will inform Client in advance of planned maintenance to the Services, where such maintenance leads to problems with access to, or the unavailability of, the Hosting.

2.2.8 KJAY does not, among other things, guarantee that telephone lines, the internet and/or other networks will offer optimal use and access.

2.2.9 KJAY will endeavour to take all useful and necessary measures to ensure the proper functioning and continuity of the Hosting.

2.2.10 KJAY will endeavour to maintain, in line with the state of the art, adequate physical and logical security against unlawful access by third parties to the equipment and software used by KJAY for the Services.

2.2.11 KJAY does not guarantee that Client's own website will not be hacked. The software used by Client for the website is entirely Client's own responsibility. KJAY shall never be liable for damage resulting from unauthorised access by third parties to the website.

2.3 Changes to the Hosting

2.3.1 KJAY is entitled, after written notice with due observance of a reasonable period and without owing Client any compensation, to make additions and/or changes to the Hosting relating to, but not limited to:

- a) access procedures, such as:

- procedures relating to operational rules;
- security requirements.

b) changing a third-party provider/supplier, location, hardware, software and other facilities relevant to making the Hosting available.

2.4 Client's Data Traffic

2.4.1 KJAY has no control over, and/or insight into, the content of data traffic to and/or from Client. KJAY merely acts as a conduit. KJAY gives no guarantees regarding the content of data, including with respect to its reliability and completeness.

2.4.2 Client is responsible for the content of data traffic originating from Client.

2.4.3 Client shall indemnify and hold KJAY harmless against any claim, complaint or proceeding brought by a third party in connection with (the content of) the data traffic or information originating from Client.

2.5 Code of Conduct

2.5.1 The Services must be used responsibly. It is prohibited to use the Services in a manner that may cause:

- a) damage to the systems of KJAY and/or third parties;
- b) disruption of use.

2.5.2 It is prohibited to use the Services for illegal purposes and/or in violation of the agreement. This includes, among other things, the following acts and conduct:

- a) spamming (the unsolicited distribution, or enabling of distribution, of advertising messages and other communications);
- b) storing/distributing (child) pornography;
- c) storing and distributing viruses, worms and/or other destructive activities;
- d) unauthorised intrusion (hacking) into the accounts, systems and/or networks of third parties and/or KJAY, and/or performing or omitting any other act that enables hacking.

2.5.3 KJAY reserves the right, at its own discretion, where required by law or a court order and/or where a third party notifies KJAY of, or there is a suspicion of, infringement of a third party's rights through the Services, or of a breach of these General Terms and Conditions and/or the agreement and the resulting obligations not being met, not being properly met, or not being fully met, to take the Services out of use, remove the relevant information and/or suspend its obligations, until such obligations have been fulfilled.

2.5.4 KJAY and/or third parties shall never be liable for any damage suffered by Client and/or third parties of any kind whatsoever as a result of measures taken by or on behalf of KJAY under Article 2.5.3. The obligation to pay the agreed amounts shall remain fully applicable during any measures taken by or on behalf of KJAY under Article 2.5.3.

2.5.5 If the severity of Client's acts and/or omissions justifies it, and/or if such conduct continues despite the measures taken by or on behalf of KJAY as set out in Article 2.5.3, KJAY has the right to dissolve the agreement, without KJAY being liable for any damages or the refund of any amounts already paid.

2.6 Fair Use Policy

2.6.1 Use of a Service is limited to the maximums agreed in the Agreement. Data traffic not used by Client in a given period cannot be carried over to a subsequent period. In the event the agreed maximums are exceeded, KJAY may: I) charge an additional fee in accordance with its usual rates, or II) (temporarily) suspend its services.

2.6.2 Where it is indicated for a Service that a Fair Use Policy applies, the amount of data (storage), network capacity or traffic used must be reasonable. Use is in any case considered 'unreasonable' — even if no Fair Use Policy has been declared applicable — if Client uses 10 (ten) times more data (storage), network capacity or traffic than the average user, as derived from the average use of other users of the Service.

2.6.3 Client shall comply with KJAY's instructions regarding Fair Use. If KJAY determines that a Service is being used unreasonably, it is entitled, without prior notice, to suspend use of the Service (whether temporarily or not), to limit the usage options or quality level of the Service (whether temporarily or not), or — in the event of repeated unreasonable use — to dissolve the agreement for the Service.

2.7 Support

If KJAY's services under the Agreement also include support to users, KJAY will provide advice by telephone or e-mail regarding the use and functioning of the Services.

2.8 Back-ups

2.8.1 To the extent possible, Client is itself responsible for making timely Back-ups.

2.8.2 In the event of malfunctions in KJAY's internal server system, KJAY will make reasonable efforts to have back-ups available in order to preserve Client and website data. However, it may occur that these back-ups are insufficient. KJAY is not liable for any loss of data due to failing and/or defective server systems.

2.9 WordPress Design, Themes and Hosting

2.9.1 At Client's request, KJAY designs and builds WordPress websites and WordPress themes (the "Work") and provides Hosting for them.

2.9.2 Unless otherwise agreed in writing, KJAY retains all intellectual property rights in the Work, including the design, layout and source code. Upon full payment, Client obtains a non-exclusive, non-transferable right to use the Work, solely for use in connection with the website for which the Work was created.

2.9.3 Client is not permitted to reproduce, resell, license, or use for websites other than the one for which it was created, the Work or any part thereof, such as the theme, without KJAY's prior written consent.

2.9.4 KJAY reserves the right to use the Work to promote its services, including in its portfolio, on its website and on social media, unless Client objects in writing prior to delivery.

2.9.5 To the extent images supplied by KJAY are incorporated into the Work, they may only be used in connection with the website for which they were supplied. It is not permitted to redistribute, resell or license these images separately from the website.

2.9.6 Article 2.8 (Back-ups) applies in full to websites built and hosted under this article. At Client's request, made before the Hosting termination date, KJAY may, for a fee to be agreed, provide Client with a copy of the website and the associated data.

3. PRICES/PAYMENTS

3.1 Prices and Payments

3.1.1 All prices are exclusive of VAT. Amounts owed will be invoiced inclusive of VAT. KJAY is entitled to invoice electronically. Client hereby accepts in advance that KJAY invoices electronically.

3.1.2 KJAY will invoice Client monthly and/or within another period specified in the agreement, with a proper breakdown of the amounts owed. Client shall pay amounts owed within 14 (fourteen) days of the invoice date.

3.1.3 If Client fails to meet any payment obligation, Client is in default without any further notice of default being required. Client owes KJAY the costs, both in and out of court, of collecting everything Client owes KJAY. Extrajudicial collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs Scale (BIK). In any event, interest at a rate equal to the statutory interest rate plus 3% may be charged monthly on the amount owed by Client from the date Client is in default.

3.1.4 KJAY has the right to suspend its work and other obligations until full payment has been made, without prejudice to Client's obligation to meet its obligations.

3.2 Price Changes

3.2.1 KJAY is entitled to adjust the prices charged.

3.2.2 KJAY will give Client the opportunity to be informed of any price changes. If Client does not agree to a price change, Client is only entitled to terminate the agreement.

3.3 Liability

3.3.1 KJAY's total liability is limited to compensation for direct damage, up to a maximum of the amount of the price agreed for the Agreement (excluding VAT), being the total fees (excluding VAT) received by KJAY from Client.

3.3.2 If the Agreement is a continuing performance contract with a term of more than 1 (one) year, and KJAY's liability arises from that continuing performance contract, the agreed price shall be set at the total fees (excluding VAT) actually paid by Client to KJAY under the continuing performance contract for 1 (one) year (being the year in which the damage occurred).

3.3.3 KJAY's total liability for an attributable failure to perform a warranty obligation and/or an offered indemnity is an exception to Articles 3.3.1 and 3.3.2: it is limited to twice the total fees (excluding VAT) received by KJAY from Client over 2 (two) years, with a maximum of €2,000, whereby a series of related events counts as a single event.

3.3.4 KJAY's liability for indirect damage, including consequential damage, loss of profit, missed savings, destruction or loss of files and/or data, delay damage, losses suffered, damage caused by Client's deficient provision of information and/or cooperation, damage due to business interruption, or claims by third parties against Client, is expressly excluded.

3.3.5 KJAY is only liable if Client gives KJAY prompt and proper written notice of default, allowing a reasonable period to remedy the failure, and KJAY remains attributable in default of its obligations

after that period. The notice of default must contain as detailed a description of the failure as possible, so that KJAY is able to respond adequately.

3.3.6 A precondition for any right to compensation is that Client notifies KJAY in writing, by registered mail, within 60 (sixty) days of the damage occurring, and takes such measures as will limit the damage as much as possible.

3.3.7 KJAY is not liable for any damage of any kind resulting from the untimely provision of Support and/or warranty services.

3.4 Force Majeure

3.4.1 KJAY is not obliged to perform any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by a circumstance not attributable to its fault, and which is not for its account by virtue of the law, a legal act, or generally accepted standards. The foregoing circumstances also include failures of KJAY's suppliers, power outages, (D)DoS attacks, hacking, cracking, or any downtime or unavailability caused by the unlawful acts of third parties.

3.4.2 If the force majeure event is temporary in nature, KJAY may suspend the agreement until the situation in question no longer exists, without being liable for any damages.

3.4.3 If KJAY's force majeure event lasts longer than three weeks, Client has the right to dissolve the agreement, without being liable for any damages arising from such dissolution.

3.5 Governing Law and Dispute Resolution

3.5.1 All agreements concluded by KJAY with Client are governed by Dutch law, unless the parties have agreed otherwise in writing. The parties expressly declare that the Vienna Sales Convention does not apply.

3.5.2 Disputes between the parties that cannot be resolved through consultation will be submitted to the competent court of the Amsterdam District Court (Rechtbank Amsterdam).