

GENERAL TERMS AND CONDITIONS 2025

Module Core

Module Cloud

Module Software and Facilities

Module Consultancy

Module Secondment

Module Training

1. Applicability and modulation

1. This Module Cloud is part of the General Terms and Conditions of TrueFullstaq and is an inseparable part of it. Defined terms from the Core Module shall have the same meaning in this Module, unless explicitly deviated from in this Module.
2. Cloud-related Services offered by TrueFullstaq are at all times subject to the entirety of the General Terms and Conditions, whereby the Core Module regulates the more general provisions that apply to TrueFullstaq's Services, and this Cloud Module contains specific additional provisions that relate to the Cloud-related Services. The General Terms and Conditions of TrueFullstaq apply to every offer and/or agreement between Client and TrueFullstaq, regardless of the nature and content of Services, obligations, or the title of the agreement between the parties to be provided by TrueFullstaq. Client acknowledges that purchase conditions and other clauses proposed by Client through administration, e-mail signatures and other ways are now and in the future ineffective and have been rejected by TrueFullstaq.
3. In the event of a conflict between provisions in the Core Module and this Module, the provisions of this Module shall prevail.

2. Cloud Services

1. TrueFullstaq provides Services in the field of 'cloud' to Client that are prompted by developments in technology, the needs of Client and the offerings of TrueFullstaq. To keep these terms and conditions technology-dependent, "cloud" is not defined here, but the parties in the Agreement always determine what the Service to be provided consists of.
2. Subject to specific agreements in the agreement, the "AS IS" and "WHERE AS" principles apply to Cloud Services, i.e. to the extent permitted to the exclusion of all implicit and explicit claims of conformity and accuracy. TrueFullstaq does not guarantee that the services are free of errors nor that they work perfectly, but TrueFullstaq does make commercially reasonable efforts to ensure that Services work as well as possible in the cases in which Client applies them and to solve problems that arise from the side of TrueFullstaq. This aim applies regardless of the agreed service level and does not stop with achieving a percentage.

3. Hosting and Virtual Servers and Storage Services

1. If the agreed Service (also) serves to provide services regarding the storage and/or transfer to third parties of material, data, or personal data (in any way) supplied by the

Client, such as in the case of web hosting, virtual servers or e-mail services, the provisions of this article also apply.

2. The Client shall refrain from storing and/or distributing material (or having it distributed) in violation of provisions of Dutch law, including in any case but not exclusively material that:
 - a. is libelous, defamatory, abusive, racist, discriminatory or hateful,
 - b. erotic or pornographic is,
 - c. infringes the rights of third parties, including in any case but not limited to copyrights, trademark rights and portrait rights,
 - d. constitutes a violation of the privacy of third parties, including in any case but not limited to the dissemination of personal data of third parties without permission or necessity or the repeated harassment of third parties with undesirable communications,
 - e. contains hyperlinks, torrents or similar information of which the Client knows or should know that it refers to material that infringes the rights of third parties,
 - f. contains (by e-mail) unsolicited commercial, charitable or idealistic communication or
 - g. Contains malicious content such as viruses or spyware.
3. The Client shall refrain from hindering other Clients or internet users or causing damage to the servers. Client is prohibited from starting processes or programs, whether or not via the server, of which Client knows or can reasonably suspect that this hinders or damages TrueFullstaq, other Client or internet users. TrueFullstaq will inform Client of any measures.
4. If the agreed Service is purchased via a shared infrastructure or public cloud environment (such as AWS, Azure or Google Cloud), Client acknowledges that it is obliged to organize its use in such a way that it does not cause an unreasonable burden on the platform or third parties, including other customers or users of TrueFullstaq. In such environments, Client is prohibited from initiating or maintaining processes, scripts or data flows that are by their nature excessive, resource-intensive or prone to failure, unless this has been agreed in advance in writing with TrueFullstaq.
5. If a private cloud environment or dedicated infrastructure is used, different agreements may apply about permitted load or exclusive use. TrueFullstaq reserves the right to take restrictions or measures if, in the opinion of TrueFullstaq, the behavior or use of the Client poses risks to stability, safety or continuity of the service.
6. Client indemnifies TrueFullstaq against all claims and claims with regard to the data, information, website(s) and the like stored by Client (see the relevant article in the Core Module).
7. The Client will comply with the generally accepted rules of conduct on the internet, including but not limited to RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adjustments thereof.
8. User name(s) and password(s) assigned by TrueFullstaq to Client's personnel are personal. Without the permission of TrueFullstaq, the Client is prohibited from transferring or

making available the username or usernames and password or passwords provided by TrueFullstaq to third parties.

9. In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points is at the expense of the Client.
10. Client does not have access to the configurations made by TrueFullstaq (e.g. settings with regard to cluster hosting). Under no circumstances will the configurations be provided by TrueFullstaq if the Agreement is terminated. These will be deleted by TrueFullstaq. The Client is not entitled to a refund of the installation and configuration costs.
11. Client is responsible for its customers, users and access to its servers/environment/Services. The Client is jointly and severally liable for compensation for any damage that arises as a result, even if it is caused by a customer, user, other service provider, affiliate or representative of/for the Client.

4. Other

For the sake of completeness, reference is made to the Core Module for maintenance, availability, backup and notice & takedown.