

GENERAL TERMS AND CONDITIONS 2025

Module Core
Module Cloud

Software and Facilities Module

Module Consultancy
Module Secondment
Module Training

1. Applicability and modulation

1. This Software and Facilities Module is part of the General Terms and Conditions of TrueFullstaq as a Module and is an inseparable part thereof. Defined terms from the Core Module shall have the same meaning in this Module, unless explicitly deviated from in this Module.
2. Software and Facility related Services offered by TrueFullstaq are at all times subject to the entirety of General Terms and Conditions, whereby the Core Module regulates the more general provisions that apply to TrueFullstaq Services, and this Module contains specific additional provisions that relate to the Software and Facility 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.
4. For the purposes of this Module, Software and Facilities-related Services include: obtaining and maintaining a domain name, an IP address or (SSL) certificate, obtaining and/or using software as a Service (SaaS) and other Services.

2. Execution of Services

1. TrueFullstaq provides Services such as obtaining and maintaining a domain name, an IP address or (SSL) certificate, obtaining and/or using software as a Service (SaaS) and other Services. All such Services are subject to the provisions set out below and the obligations contained therein in addition to other Modules and obligations associated with the Service and obligations contained therein.
2. TrueFullstaq will only provide Services at a Location approved by TrueFullstaq and on equipment approved by TrueFullstaq. If Client moves to a country or area where TrueFullstaq does not provide its Services, makes available, TrueFullstaq is entitled to adjust the Service and to charge the resulting (extra) costs to Client, or to suspend, limit, or terminate the Service or parts thereof and to terminate the Agreement regarding the Service by registered letter, and/or terminate the Agreement without judicial intervention, without being obliged to compensate or compensate the Client for any damage for the consequences thereof.

3. TrueFullstaq is at all times entitled to adjust or improve functionalities or parts of a Service, provided that this does not result in a material deterioration of the core functionality.
4. TrueFullstaq may, at its own discretion, offer the Client the opportunity to make adjustments, extensions and/or changes in the environment of the offered Service. If this option is offered to Client, Client is solely responsible and liable for all adjustments, extensions and/or changes and the resulting consequences.
5. For access to Services and any use, Client shall ensure that use is made of equipment and software that complies with the standards and/or requirements established by TrueFullstaq and communicated directly or indirectly to Client.
6. Client shall give TrueFullstaq the opportunity to check whether the standards and/or requirements referred to in paragraph 4 of this article are observed. Based on the check and signals observed, TrueFullstaq can adjust and expand the standards and/or requirements. Client is obliged to follow up immediately at its own expense, or to come up with a proper detailed plan of action to adequately meet the findings and given nomern/en requirements, and implements this within a reasonable period of time to be determined by TrueFullstaq.
7. If Client performs another check after article 5 and there are still rejections or errors, TrueFullstaq has the right to suspend the related Services in whole or in part after written notice of default with due observance of a reasonable period to terminate the Agreement.
8. All rights to the Services and Elements, including underlying software, databases, documentation, names and interfaces, are vested exclusively in TrueFullstaq or its licensors. No provision in the Agreement provides for the transfer of (intellectual property) rights.

3. Software

1. TrueFullstaq provides software as described in the Agreement and only in object code. Unless expressly agreed otherwise, no source code or documentation is provided that is not necessary for the agreed use.
2. Client obtains a non-exclusive, non-transferable and limited right of use to the delivered software, exclusively for internal use within its organization and in accordance with the purpose as agreed in writing.
3. The software is delivered 'as is'. TrueFullstaq guarantees a delivery in accordance with the functional specifications as agreed, but does not guarantee flawless operation or compatibility with other (software) systems of Client, unless explicitly agreed in writing.
4. Client shall refrain from any action that infringes the rights of TrueFullstaq or its licensors, including copying, modifying, reverse engineering or reselling the software, except to the extent permitted by law.
5. All intellectual property rights to the software remain vested in TrueFullstaq or its suppliers. No provision in this agreement shall transfer any ownership rights unless expressly agreed otherwise in writing.
6. The software supplied by TrueFullstaq can (partially) use open source components that are offered under separate open source licenses. The Client accepts that the relevant

open source license conditions are directly applicable to the use of these components.

7. TrueFullstaq excludes any warranty or liability arising out of or in connection with open source software developed or made available by third parties, unless explicitly agreed otherwise in writing.
8. If and insofar as TrueFullstaq makes changes to open source components or integrates them into its own software, the rights to those own additions (insofar as there is no copyleft obligation) remain with TrueFullstaq.
9. If use is made of open source software that falls under a so-called 'copyleft' license (such as GPL), TrueFullstaq will inform Client in advance if this has reasonable consequences for the rights of Client or third parties with regard to the integration, distribution or sublicense of the software.

3. Domain names, IP addresses, and certificates

1. The Client acknowledges the way in which IP addresses, (SSL) certificates and the like are issued. The application, assignment and possible use of a domain name, IP address and/or certificate depend on and are subject to the applicable rules and procedures of the relevant registering or issuing authorities, such as the Réseaux IP Européens Network Coordination Centre (RIPE NCC) and the Foundation for Internet Domain Registration in the Netherlands (SIDN). The authority decides on the assignment of a domain name, IP address and/or certificate. TrueFullstaq only fulfills an intermediary role with the registering or issuing authority in the application and does not guarantee that an application is also approved and/or executed.
2. Client can only rely on the written confirmation from TrueFullstaq, stating that the requested Service can be provided, including but not limited to the actual registration of domain name or IP address or the rights of use to software or other Services. An invoice for the relevant Service is not a confirmation of delivery of the relevant service, for example, an invoice for registration fees is not a confirmation of registration.
3. For domain names, IP addresses and certificates, revocation or dissolution is not possible because it is carried out within the legal period, unless TrueFullstaq explicitly offers conditions for revocation or dissolution in the Agreement.
4. If the other Services agreed between the parties are terminated and only the registration of one or more domain names remains:
 - i) the Client is obliged to realise the transfer of these domain names no later than before the contractual end date of the Agreement;
 - ii) TrueFullstaq will deactivate the automatic renewal of the relevant domain names before the end of the registration period, unless otherwise agreed in writing.
 - iii) in the absence of a timely transfer by Client, TrueFullstaq will in no case be responsible or liable for damage or costs as a result of the cancellation, expiration, or any other loss of rights with regard to the domain names in question.
5. For the cancellation of domain name registrations and the transfer of domain names, TrueFullstaq applies a notice period of at least one month before the expiry of the Agreement to be extended. Until the end of the Agreement, the Client will owe the prevailing rate. TrueFullstaq will provide reasonable cooperation with the transfer of domain names upon request, provided that the request for this has been received in time and Client has fulfilled all (payment) obligations.
6. Client indemnifies and holds TrueFullstaq indemnified for all damage related to (the use of) a Service on behalf of or by Client.

7. TrueFullstaq is not liable for the loss of Client's right(s) to a Service, or for the fact that the Service is requested and/or obtained by a third party during the registration procedure. It is up to Client to ensure that the correct data is provided to TrueFullstaq: TrueFullstaq is not liable for a typo or unclear handwriting made by it or by Client in the performance of a Service, such as the application for a domain name, IP address or certificate, unless TrueFullstaq has demonstrably acted intentionally or knowingly recklessly in the application or handling thereof.
8. If TrueFullstaq registers a Service in its name for the benefit of Client, TrueFullstaq will cooperate with requests from Client to move, transfer or cancel that Service.
9. The intended holder of the domain name, IP address and/or certificate (hereinafter: 'holder') and the Client are deemed to be the same (legal) person. If the Client and the holder are different (legal) persons, the Client declares to be authorised to represent the holder, to have sufficient power of attorney and instruction to perform actions with regard to (application, relocation, change, termination of) the registration and the Client is obliged to inform the holder about and to bind the holder to the associated applicable obligations (as set out in this article and other relevant and relevant applicable conditions), and guarantees that the holder always and fully complies with these obligations. The client guarantees the holder and is jointly and severally liable for payment of the costs, unexpected damage, claims related to the registration.
10. TrueFullstaq has the right to freeze, deactivate, make inaccessible and/or cancel the Service if Client demonstrably fails to comply with the obligations and/or obligations associated with the Service and this has been made known by TrueFullstaq by means of a written notice of default. In this context, the notice of default is successfully made known when TrueFullstaq sends it to the contact details stated in the application and/or the TrueFullstaq known data of the holder and/or Client. The risk of sending, receiving and processing this notification rests exclusively with the Client and/or holder.
11. The relevant registering or issuing authorities can directly address the Client, as domain name, IP address and/or certificate holder (or representative and/or user of the holder), about the use thereof, regardless of whether this is done by the Client/holder or third parties.
12. The parties acknowledge that it is possible that the relevant registering or issuing authorities may/will change the terms and conditions of use of a Service in the future. Reasons for changes may also lie in changes in national and international laws and regulations, obligations that apply to TrueFullstaq, as well as changes in the Services of TrueFullstaq. Regardless of the reason or ground for the changes, the changes made by the relevant registering or issuing authorities will enter into force automatically - and without notice - as determined by that authority (or, in the absence of specific provisions directly), from which point in time the new terms and conditions will be deemed to apply.
13. IP addresses remain the property of TrueFullstaq at all times. The Client will only receive a right of use, which is not transferable. The Client cannot claim IP addresses.

4. Colocation and Rackspace

1. Client is entitled to access the Location in order to install and maintain the computer systems or other equipment ("Equipment"), insofar as this is not done by TrueFullstaq pursuant to the Agreement. Client will follow the procedures as set forth by TrueFullstaq.
2. Activities by Client will be carried out efficiently and professionally without inconvenience to TrueFullstaq or third parties.
3. Client is and remains at all times responsible for the configuration and management of the Equipment and the

installed Equipment at the Location itself, unless otherwise agreed with TrueFullstaq.

4. Client will follow instructions from TrueFullstaq with regard to access to the Location (see procedure for access to the data center/server room). Access to the Location may incur additional charges.
5. At the latter's request, the Client will provide TrueFullstaq with all information and cooperation that TrueFullstaq reasonably deems necessary to provide the Service. This includes any software and manual codes as well as Equipment drawings and specifications.
6. The Client shall adequately insure and keep insured the Equipment and data and software to be processed therein. At the request of TrueFullstaq, Client will make a copy of the insurance policies available.
7. If TrueFullstaq has agreed with Client that the Location may be made available to clients of Client, Client is responsible for its clients. Any obligations that are not fulfilled by these customers or damage caused on behalf of or by a customer of the Client will be recovered from the Client.
8. Client will not change the Location in whole or in part, except with written permission from TrueFullstaq. If changes are made to the Location without written permission from TrueFullstaq, TrueFullstaq is entitled to demand restoration to the original condition or to do so (or have this done) at the expense and risk of the Client.
9. The Client guarantees that Equipment:
 - a. Equipment will not damage, disrupt or affect the operation of other equipment (including cables);
 - b. Equipment will comply with all applicable national and international regulations and applicable standards.
10. Cabling in the data center (including in shared racks and under the floors, but not limited to them) will only be installed by TrueFullstaq, unless expressly agreed otherwise in writing. Only cabling within its own (private) racks is provided by the Client.
11. Client warrants that the use of the Location and the Equipment is at all times in accordance with applicable law. Any registrations, permits or (written) permissions that the Client needs for the use of the Location or the Equipment will be carried out or obtained by the Client at its own expense and risk.
12. The Client is at all times responsible for the acts or omissions of personnel or third parties engaged by it.
13. TrueFullstaq is entitled to inspect the Location at all times, without prior notice to Client.
14. At the request of TrueFullstaq, Client is obliged to accept a replacement Location in the data center or another data center, provided that the replacement Location or data center reasonably meets the requirements that also applied to the original Location or data center. Client will then deliver the original Location to TrueFullstaq completely vacated. The costs for moving will not be reimbursed by TrueFullstaq.
15. TrueFullstaq is entitled to move, switch off or remove the Equipment if unforeseen circumstances force this, without being liable to pay compensation to Client, except in the case of intent or gross negligence on the part of TrueFullstaq.
16. In the event that Client does not comply with the Agreement, TrueFullstaq will be entitled to retain the Equipment and Data placed on it until Client has fulfilled its (payment) obligations. If this has not been done within a reasonable period of time, TrueFullstaq is entitled to permanently retain the Equipment and Data of Client. In addition, TrueFullstaq is entitled to deny Client access to the Location. Even if the Agreement is terminated, while Client still has unpaid invoices, TrueFullstaq retains the right to retain the Equipment and Data of Client until all outstanding amounts have been paid to TrueFullstaq.

5. Other

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