

BINDING DOCUMENT

Terms and Conditions

These Terms and Conditions apply to everything Fyzno supplies. They are written for the Netherlands and for customers worldwide, and they say which rights consumers keep regardless of what a contract says. The shorter plain-language summary is a reading aid and is not binding.

VERSION	LAST UPDATED	GOVERNING LAW	ONLINE
3.0	11 October 2026	Dutch law	fyzno.com/legal/terms/full

A plain-language summary is at fyzno.com/legal/terms. It is a reading aid and is not part of the agreement. A Dutch translation is at fyzno.com/legal/terms/nl; the English text is leading.

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01 Who we are

- 1.1 These Terms and Conditions (the "Terms") apply to all offers, orders, contracts and services of Fyzno ("Fyzno", "we", "us"), run from Drenthe, the Netherlands. You can reach Fyzno at info@fyzno.com.
- 1.2 You can reach us by email at info@fyzno.com. That address is also our single point of contact for customers, for authorities and for reports about content or abuse (see sections 11 and 12).

02 Definitions

- 2.1 In these Terms the following words have the meaning given here. The singular includes the plural. Headings do not affect interpretation.
 - "Customer" or "you": the natural person or legal entity that orders, receives or uses a Service, or that asks us for an offer. "Consumer" is a Customer who is a natural person acting for purposes outside his or her trade, business, craft or profession. "Business Customer" is every other Customer.
 - "Services": everything we supply, including managed Linux hosting, managed SMTP and email, S/MIME certificates, web development, AI integrations and automation, advisory work, Bio Link pages, the Free Tools, the Phone Line and the website.
 - "Managed Services": managed hosting, managed SMTP and email, and other Services that we run for you on an ongoing basis.
 - "Order": an offer, quote, signed scope of work, order form or online order that we accept or that you accept, including any special terms stated in it.
 - "Contract": the agreement between you and us that consists of an Order, these Terms and, where personal data is processed for you, the Data Processing Agreement in section 14.
 - "Customer Data": all data, content, files, mail and software that you or your users store on, send through or process with the Services, including personal data of which you are the controller.
 - "Deliverables": the websites, applications, code, documents and other results we create specifically for you under an Order.
 - "Pre-existing Materials": tools, libraries, templates, frameworks, scripts, know-how and other materials that we created or acquired before or outside an Order, or that we create in the course of an Order but not specifically for you, together with all improvements to them.
 - "Free Tools": the free public health-check tools on our website, such as the mail, web and DNS checks.
 - "Phone Line": our telephone line, answered by a self-hosted artificial intelligence voice agent (section 18).
 - "Bio Link": the link page service offered at link.in-my.bio.
 - "Primary Node": the server on which Managed Services currently run, located at our own premises in Drenthe, the Netherlands.
 - "Business Day": a day other than a Saturday, Sunday or public holiday in the Netherlands.
 - "In writing": on paper or by email or another electronic message that can be stored and reproduced.
 - "Summary": the plain-language summary of these Terms published at <https://fyzno.com/legal/terms>.
 - "Privacy Policy": the privacy policy published at <https://fyzno.com/legal/privacy>.

03 Scope and order of precedence

- 3.1 These Terms apply to every offer, Order, Contract and Service, and to your use of our website. They also apply to later Contracts with you, even if we do not refer to them again. We reject any general terms of your own, unless we accepted them In writing.
- 3.2 If documents conflict, the following order applies, highest first: (a) mandatory law, including the consumer protection rules in section 6; (b) the Order, including a signed scope of work or quote, but only for the points it expressly deals with; (c) the Data Processing Agreement in section 14, for the processing of personal data; (d) these Terms.
- 3.3 The Summary is a reading aid. It is not part of the Contract and does not bind either of us. If the Summary and these Terms differ, these Terms apply. Nothing said by the Phone Line, in a chat or on a page of the website changes these Terms unless we confirm it In writing.

04 Offers, formation of the Contract and delivery of these Terms

- 4.1 Our offers are not binding until we confirm them, unless an offer states a period during which it can be accepted. An offer is valid for 30 days unless it says otherwise. Prices in an offer are based on the information you gave us. If an offer contains an obvious mistake, we are not bound by it.
- 4.2 A Contract is formed when you accept our offer In writing (including by a clear confirmation by email, or by completing an online order and our confirmation of it), or when we start performing at your request, whichever happens first. Verbal promises and statements made through the Phone Line do not form a Contract.
- 4.3 We make these Terms available to you before or at the time the Contract is formed. For written offers we attach the Terms or give the link <https://fyzno.com/legal/terms/full>. For online orders we show the link on the order page and you tick a box to accept them. The Terms can be saved and printed from that page. If it is not reasonably possible to give you the Terms before the Contract is formed, we tell you where you can read them and we send them to you free of charge on request. Earlier versions are available on request.
- 4.4 For project work (for example web development) the Order describes the Deliverables, the planning, the assumptions, what is out of scope, and the price. Work outside the Order is additional work. We start additional work only after you agree to it In writing, and we charge it at a price we agree beforehand.
- 4.5 We may refuse an Order, or refuse to continue, for good reason. Good reasons include a risk of abuse, doubts about your identity or payment, a legal restriction (including sanctions law), or capacity limits. We will tell you In writing when we do so.

05 The Services

- 5.1 Best efforts and agreed results. We perform the Services with the care that can reasonably be expected of a competent provider, as a best-efforts obligation (inspanningsverplichting). We owe a specific result only where the Order states that result in clear words, and then only that result. We decide how the Services are performed. We may engage others to help us, and we remain responsible for them as these Terms say.
- 5.2 Managed hosting. We run Linux servers on our own hardware at our own premises in Drenthe, the Netherlands. The Order states what is included (for example storage, bandwidth, number of sites or mailboxes). We may apply fair-use limits if they are stated in the Order or are reasonable to protect other customers. Availability is dealt with in section 8 and backups in section 17.

- 5.3 Managed SMTP and email. We configure and run mail services, including SPF, DKIM and DMARC records where you control the DNS or give us access to it. Whether a message is delivered, accepted or placed in an inbox is decided by receiving systems that we do not control, so we do not guarantee delivery or inbox placement. Where an S/MIME certificate, a domain name or a similar item depends on a third party (such as a certificate authority or a registry), that third party's terms also apply to that item.
- 5.4 Web development. We test Deliverables before delivery. If you are a Business Customer, you review them within 10 Business Days after delivery (or any other period in the Order) and tell us In writing about defects. We repair defects that make a Deliverable not conform to the Order within a reasonable time. If you do not report defects in that period, or you use the Deliverable in production, it is regarded as accepted. Minor defects that do not prevent normal use do not prevent acceptance. We hand over the source code of the Deliverables as stated in section 15. Consumers keep their statutory rights as described in section 6.
- 5.5 AI integrations and automation. We build and connect AI models and automations to your systems. Models can produce wrong, incomplete or misleading output, and we do not guarantee that output is accurate. You are responsible for checking output before relying on it or acting on it, and for decisions made with it. We do not use Customer Data to train or fine-tune models for ourselves or for other customers unless you agree to that In writing. Where an integration relies on a third-party model or service that you chose or approved, that provider's terms apply to it.
- 5.6 Advisory work. Advice is given to the best of our knowledge at the time and is based on the information you provide. Advice is not legal, tax, accounting or financial advice. You decide whether to follow advice.
- 5.7 Bio Link. Bio Link is a public link page hosted by us at link.in-my.bio. You are responsible for what you publish on it and for the pages and sites it links to. Sections 10, 11 and 12 apply to Bio Link pages, and we may remove or disable a page or a link as those sections allow. If you are a Consumer, section 6 applies.
- 5.8 Changes to a Service. We may change or improve a Service, for example for security, for legal reasons or because a component is no longer supported, as long as the main functions you ordered remain. If a change has a significant negative effect on the way you use the Service, we tell you in advance where that is reasonably possible, and you may end the affected Service as stated in section 23.
- 5.9 Third-party items. Domain names, certificates, licences, telephone carriers and similar items that depend on third parties are subject to those third parties' terms. We do not guarantee the performance of third parties, and we are responsible for what they do or fail to do only where we chose them without proper care.
- 5.10 Domain names. Where we register a domain name for you, we register it through our registrar Dynadot in Fyzno's own name, as the registrant, and hold it for you. Your personal data is not passed to the registrar or the registry for this. You have the use of the domain for as long as the Service runs and the registration fees are covered. Whenever you ask, we start the transfer of the domain to you or to a provider you name, or give you the transfer code, promptly and without conditions. Registry and registrar rules that we do not control, such as a transfer lock after a new registration, can delay the transfer. We renew the registration in time while the Contract runs and the renewal fees are paid. We are not responsible for decisions of the registry, the registrar or a dispute resolution body, or for the loss of a domain that expires because renewal fees were not paid. You make sure the name you ask for does not infringe anyone's rights.
- 5.11 What we do not guarantee. Unless the Order or mandatory law says otherwise, we do not guarantee uninterrupted hosting or mail service, delivery of email, the accuracy of AI output, the performance of third parties, or that the Services are free of all errors.

06 Consumers

- 6.1 This section applies only if you are a Consumer. Mandatory consumer law applies to you whatever the other sections say. Where this section gives you more rights than another section, this section applies.

- 6.2 Right of withdrawal (herroepingsrecht). If you conclude a Contract with us at a distance (online, by email, by phone or otherwise), you may withdraw from it within 14 days without giving any reason. The period ends 14 days after the day on which the Contract was concluded. This is the same for a Service and for digital content that is not supplied on a physical medium. If we did not give you the legally required information about the right of withdrawal, the period is extended by up to 12 months, as the law provides.
- 6.3 How to withdraw. To withdraw you must tell us by a clear statement, for example by email to info@fyzno.com, or through the withdrawal function on our website at <https://fyzno.com/legal/withdraw>, labelled "Withdraw from a contract here", which is available throughout the withdrawal period. You may use the model withdrawal form below, but you do not have to. You keep to the period if you send the notice before the period ends. If you use the withdrawal function, we confirm receipt by email without delay, stating the content of your withdrawal and the date and time we received it.
- 6.4 Consequences of withdrawal. If you withdraw, we refund all payments received from you without undue delay and no later than 14 days after we receive your withdrawal, using the same means of payment unless you agree otherwise. You do not pay any fee for the refund.
- 6.5 Services that start during the withdrawal period. We start a Service during the 14 days only if you expressly ask us to. If you ask us to start during the withdrawal period and then withdraw, you pay us an amount in proportion to what has been supplied up to the moment you told us of the withdrawal, compared with the full coverage of the Contract. You do not owe that amount if we did not give you the required information about the right of withdrawal and about this payment. For a Service: if it has been fully performed within the 14 days, you asked us to start, and you acknowledged beforehand that you lose the right of withdrawal once the Service is fully performed, the right ends when the Service is fully performed. For digital content that is not on a physical medium: the right ends when delivery has started, if you gave your prior express consent to that, you acknowledged that you thereby lose the right, and we confirmed this to you.
- 6.6 The statutory right of withdrawal belongs to Consumers. We do not grant a contractual right of withdrawal to Business Customers.
- 6.7 Model withdrawal information. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Fyzno, info@fyzno.com) of your decision to withdraw from this contract by an unequivocal statement (for example an email or a letter sent by post). You may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. If you withdraw from this contract, we will reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.
- 6.8 Model withdrawal form (complete and return this form only if you wish to withdraw from the contract). To Fyzno, info@fyzno.com: I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*): ____; Ordered on (*): ____; Name of consumer(s): ____; Address of consumer(s): ____; Signature of consumer(s) (only if this form is notified on paper): ____; Date: ____ (*). Delete as appropriate.

- 6.9 Prices and payment. The price stated in the Order is the total price you pay; we do not charge VAT (see clause 7.1). Your payment obligations are described in section 7, including the Consumer rules on reminders and collection costs.
- 6.10 Duration, renewal and cancellation. A Contract with a Consumer for the regular supply of services has an initial term of at most 12 months. After the initial term it continues for an indefinite period, and you may cancel it at any time with a notice period of at most one month. A Consumer Contract is never renewed tacitly for another fixed term. If we offer a cancellation function on our website for Contracts concluded online, you may use it; you may also cancel by email.
- 6.11 Price changes. We do not raise the price of an existing Consumer Contract during the first three months. After that, a price increase takes effect only after at least 30 days' notice in writing, and you may cancel the affected Service free of charge with effect from the date the increase takes effect or earlier.
- 6.12 Conformity of digital services. Digital services and digital content that we supply to Consumers must conform to the Contract as the Dutch Civil Code (Burgerlijk Wetboek, Book 7, Title 1AA, articles 50aa and following) provides. You keep your statutory rights if a digital service or digital content does not conform, including repair, a price reduction and termination. Nothing in these Terms limits those rights.
- 6.13 Mandatory rights. Clauses of these Terms that limit liability, shorten periods or exclude remedies apply to Consumers only to the extent mandatory law allows. The protection of the rules on unreasonably onerous terms (Dutch Civil Code articles 6:236 and 6:237) is not affected.
- 6.14 Complaints. Please tell us about a defect within a reasonable time after you notice it. We are not bound to a consumer dispute committee. You may always bring a dispute to a court that has jurisdiction under section 26.

07 Fees, invoicing and payment

- 7.1 Prices are in euros. We do not charge VAT, so prices are stated without VAT. We make no statement here about the reason. If we become required to charge VAT, we tell you in writing at least 30 days beforehand, and clauses 6.11 (Consumers) and 7.6 (Business Customers) then apply to the increase.
- 7.2 Project work is invoiced per milestone or monthly in arrears, as the Order states. Managed Services are invoiced in advance for each billing period (usually a month), as the Order states. We may invoice by email.
- 7.3 Unless the Order says otherwise, you pay each invoice within 14 days after the invoice date, by the means stated on the invoice. Business Customers may not suspend payment or set off amounts. Consumers keep their statutory rights of suspension and set-off.
- 7.4 Late payment by a Business Customer. If a Business Customer does not pay within the payment period, it is in default (verzuim) at the end of that period without further notice. From then on the statutory commercial interest rate (wettelijke handelsrente, article 6:119a Dutch Civil Code) applies to the amount due, and the Business Customer owes our reasonable judicial and extrajudicial costs of collection (article 6:96 Dutch Civil Code). As a reference for extrajudicial costs we use the rates of the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).
- 7.5 Late payment by a Consumer. If a Consumer does not pay on time, we first send a reminder that gives the Consumer at least 14 days (counted from the day after the Consumer received it) to pay. The reminder states the amount due, the period, and the collection costs that will be charged if payment does not follow. Only after that period do statutory interest and extrajudicial collection costs become due, and those costs never exceed the maximum amounts the law allows (article 6:96 Dutch Civil Code and the Besluit vergoeding voor buitengerechtelijke incassokosten).

- 7.6 Price changes (Business Customers). We may change the prices of Managed Services and other ongoing Services by giving at least 30 days' notice in writing, no more than once per 12 months. You may end the affected Service in writing, with effect on or before the date the increase would take effect, and then the increase does not apply to you. Price changes by third parties for items we pass on to you (for example domain names and certificates) may be passed on with notice in the same way. A signed Order fixes the price for the scope described in it; additional work is charged separately. Clause 6.11 applies to Consumers.
- 7.7 A Business Customer must send complaints about an invoice to us in writing within 14 days after the invoice date, with reasons. Consumers should tell us within a reasonable time. The undisputed part of an invoice remains payable.
- 7.8 Refunds. For Business Customers, fees already paid for a period that has begun are not refunded when a Contract ends, except where these Terms or the Order say so or where we are in material breach. Consumers keep their statutory refund rights (section 6).

08 Availability, maintenance and the single-node reality

- 8.1 Where we run on one server. Today, Managed Services run on one Primary Node, on our own hardware in Drenthe, the Netherlands. Daily backups go to local disks. An off-site backup and a second operational node are not complete, and we do not promise a date. There is no automatic failover. A hardware, power, cooling or network failure at the Primary Node can make the Services unavailable until we repair or replace the affected part or restore from backup. Our public status page at <https://fyzno.com/status> shows what we can measure.
- 8.2 Best-effort availability. We run the Managed Services with the aim of keeping them available as much as is reasonably possible. We do not offer a service level agreement. We do not promise any availability percentage, and no service credits, refunds or other compensation are due because of unavailability as such. Our aim is high availability; we mention 99.9 percent as an aim only. It is not a warranty or a commitment, and it does not apply to Free Tools, Bio Link, the Phone Line or the website.
- 8.3 Maintenance. We perform maintenance regularly, including security updates. We try to announce planned maintenance that we expect to cause noticeable unavailability by email or on the status page beforehand, and to do it at quiet hours. Emergency maintenance may happen without notice.
- 8.4 Support. Support is provided through info@fyzno.com and, where the Order includes it, by the Phone Line. There is no guaranteed response time unless the Order states one.
- 8.5 Consumers keep the rights that mandatory law gives them when a digital service does not conform (section 6.12). Liability for unavailability is dealt with in section 20.

09 Suspension

- 9.1 We may suspend all or part of a Service, and restrict access to Customer Data to what is necessary, if: (a) you do not pay an amount when due and do not pay it within 7 days after we reminded you in writing (for Consumers, after the reminder in clause 7.5 has run its course); (b) you breach these Terms, including the acceptable use rules in section 11, and do not remedy it within a reasonable period we give you; (c) we have a reasonable suspicion that your use is unlawful or harms our systems, our other customers, or third parties, or that your account or systems are compromised; or (d) a court, authority or other lawful order requires it.
- 9.2 We tell you before we suspend, stating the reason and what you can do to restore the Service. We may act at once, without prior notice, where that is needed to stop an ongoing abuse, a security incident or an unlawful act, to protect our systems or other customers, or because a court or authority orders it. In that

case we tell you as soon as is reasonable, unless the law forbids it.

- 9.3 Suspension is proportionate. Where possible we suspend only the part of the Service that causes the problem (for example outgoing mail from one account rather than a whole mail system). We do not delete Customer Data or hand it to anyone because of a suspension. During a suspension you may ask for an export or deletion as in section 24, except that we do not hand over content that is unlawful.
- 9.4 We lift the suspension as soon as the reason has stopped. Fees continue during a suspension that you caused. If the reason remains for more than 30 days after our notice, we may end the Contract as in section 23.
- 9.5 Where we suspend or restrict because content is illegal or conflicts with these Terms, section 12 also applies.

10 Your obligations

- 10.1 You give us accurate and complete information, keep it up to date, and tell us about changes that matter (such as contact details, billing details and the domain names or systems involved). You give us the access, information and cooperation that we need, in time. Where you do not, planning and prices may change.
- 10.2 You keep your credentials secret and secure and are responsible for everything done with your account. Tell us at once if you suspect misuse.
- 10.3 You are responsible for Customer Data and for how you and your users use the Services. You confirm that you have the rights and legal grounds to store and process Customer Data with the Services, including a lawful basis and any required notices and consents for personal data of which you are the controller.
- 10.4 If you are a natural person you are at least 18 years old, or you have the consent of your legal representative.
- 10.5 You keep to the acceptable use rules in section 11, and to applicable laws, including laws on sending electronic messages, privacy, consumer protection and export controls.
- 10.6 You are not subject to sanctions that bar us from doing business with you under European Union or Dutch law. We may refuse or end Services where sanctions law requires it.

11 Acceptable use policy

- 11.1 You and your users do not use the Services, and do not permit them to be used, to do any of the following:
- send unsolicited bulk or commercial email (spam), send mail without the recipient's lawful basis or consent where the law requires it, buy or use harvested address lists, or send mail with forged or misleading sender or header information;
 - run an open relay or open proxy, or let the mail system be used by anyone not authorised by you;
 - fail to act on complaints, bounces, unsubscribe requests or abuse reports about mail you send, or send mail at a rate or in a manner that damages the reputation of our IP addresses or domains;
 - host, send or link to malware, ransomware, phishing pages, spyware, botnet command servers or exploit kits;
 - host, store, distribute or link to content that is illegal under Dutch or European Union law, including child sexual abuse material, terrorist content, incitement to violence or hatred that is punishable, unlawful threats, and content that infringes intellectual property rights;
 - engage in fraud, impersonation, identity theft or deceptive practices, including fake shops and fake investment offers;

- scan, probe, attack, overload or try to gain unauthorised access to any system or network that you do not own or have explicit written authority to test, or run denial-of-service attacks;
- mine cryptocurrency or run other workloads that use resources in a way not allowed by the Order, or use more than your fair share of CPU, memory, disk, bandwidth or mail volume so that others are affected;
- circumvent or disable security, quota or monitoring measures of the Services, or resell the Services without our written consent;
- use the Services in a way that creates an unreasonable risk for our systems, our premises, other customers or third parties.

- 11.2 No monitoring duty. We have no general duty to monitor Customer Data or to look for illegal activity. We may look at aggregate technical signals (such as mail volume, bounce and complaint rates, blocklist status and resource use) to protect the Services. We do not routinely read the content of Customer Data. We may look at specific content when we have a reasonable suspicion of a breach, when we receive a report under section 12, or when the law requires it.
- 11.3 Action. If you breach this policy, we may take action proportionate to the breach, which may include a warning, a request to remove content, throttling or blocking outgoing mail, removing or disabling content or a Bio Link page, suspension (section 9) and termination (section 23). If the breach is serious or repeated, if it is a criminal offence, or if immediate action is needed to protect our systems or others, we may act at once and may report it to the authorities. Section 12 explains the information you will receive.
- 11.4 Costs of abuse. You are responsible for the behaviour of your users and of anyone with access to your account or systems. If you are a Business Customer, you pay the reasonable costs that we actually incur and can document to remove the effects of a breach (such as clean-up work or blocklist delisting). A Consumer pays such costs only to the extent the law makes the Consumer liable for them.

12 Illegal content: notices, moderation and statement of reasons

- 12.1 What applies. Regulation (EU) 2022/2065 (Digital Services Act) applies to us as a provider of intermediary services, as a hosting service to the extent we store information at your request. Mail transmission may be a mere-conduit service. Bio Link pages may make us a provider of an online platform. To the extent that we qualify as a micro or small enterprise within the meaning of Commission Recommendation 2003/361/EC, the additional obligations for online platforms in Articles 20 to 28 of the Regulation (internal complaint-handling, out-of-court dispute settlement bodies, trusted flaggers, measures against misuse and so on) do not apply to us (Article 19), except that Article 24(3) still applies: on request we give the competent authority the information on the number of average monthly active recipients of the service in the Union. We do not operate those other systems. This section describes how we apply the rules that do apply to us.
- 12.2 Point of contact. Authorities of the Member States, the European Commission and the European Board for Digital Services can contact us about the Digital Services Act at info@fyzno.com (Article 11). Recipients of our services can contact us directly at the same address (Article 12). We communicate in English and in Dutch. Please write to us in one of those languages.
- 12.3 Notices of illegal content. Anyone may tell us about content on our Services that they believe is illegal by email to info@fyzno.com. A notice should contain: (a) a sufficiently substantiated explanation of why the content is illegal; (b) the exact electronic location, such as the exact URL or URLs, and where necessary more information to identify the content; (c) the name and email address of the person or entity sending the notice, except for notices about the offences listed in Articles 3 to 7 of Directive 2011/93/EU; and (d) a statement confirming the good-faith belief that the information in the notice is accurate and complete (Article 16). We confirm receipt of a notice that contains an electronic contact address, and we tell the sender of our decision and of the possibilities for redress.

- 12.4 Handling of notices. We process notices in a timely, diligent, non-arbitrary and objective manner. We may use automated tools to help detect and sort cases. If we remove or disable access to content, or restrict a service, we do so as narrowly as possible. We may pass the notice and our decision on to the recipient who provided the content, with the notifier's name when the law allows it.
- 12.5 Statement of reasons. If we remove content, disable access to it, restrict its visibility, or suspend or end a Service in whole or in part because the content is illegal or conflicts with these Terms, we send the affected recipient a clear and specific statement of reasons, at the latest when the restriction takes effect (Article 17). The statement includes: (a) what we decided, including the territorial scope and duration where relevant; (b) the facts and circumstances we relied on, including whether the decision follows a notice or our own investigation; (c) whether automated means were used; (d) the legal ground or the contractual ground and why it applies; and (e) information on the possibilities for redress (clause 12.6). We need not give a statement where the law does not require one, for example where we do not know the recipient's electronic contact details, where we act on an order under Article 9, or for deceptive high-volume commercial content.
- 12.6 Redress. We do not run an internal complaint-handling system or an appeals procedure for these decisions, because the Regulation does not require one from us (clause 12.1). You may write to us at info@fyzno.com to give your view, and you may at any time take the matter to a court, and to any dispute settlement body that is available to you by law.
- 12.7 Orders from authorities. If a judicial or administrative authority orders us to act against specific illegal content or to provide information about a recipient, we act on a valid order and tell the authority what we did (Articles 9 and 10). Where the law allows, we tell the recipient.
- 12.8 Moderation rules (Article 14). We act on content in the cases listed in section 11 and on notices under this section. We may use technical tools, such as scans for known malware and phishing indicators, spam filters and blocklist feeds, to detect abuse. Some measures, such as the filtering or blocking of outgoing mail and the blocking of malware, are applied automatically. Decisions to remove content or to suspend a Service are normally taken by the person who runs Fyzno. We use no algorithmic recommendation systems.
- 12.9 Suspicion of serious crimes. If we learn of information that gives rise to a suspicion that a criminal offence involving a threat to the life or safety of a person has taken place, is taking place or is likely to take place, we promptly inform the competent authorities (Article 18).

13 Data protection and privacy

- 13.1 Our Privacy Policy at <https://fyzno.com/legal/privacy> describes the personal data we process for ourselves (as controller): visitors to the website, people who contact us or use the Free Tools, our customers and their contacts, and callers to the Phone Line. It states the purposes, the legal bases, the retention periods and the rights of data subjects.
- 13.2 When we store or process personal data on your behalf as part of a Service (for example mail, websites, databases and backups you control), you are the controller and we are the processor, and the Data Processing Agreement in section 14 applies. Each of us complies with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Dutch GDPR Implementation Act (Uitvoeringswet AVG) where they apply to us.
- 13.3 We do not sell personal data. Customer Data stays on our own hardware in the Netherlands and we do not transfer it outside the European Economic Area. If you access, download or send Customer Data from a country outside the European Economic Area, that is your own action and your responsibility.
- 13.4 If you are outside the European Union and the GDPR does not apply to your processing, section 14 applies to the extent it does apply, and otherwise only as a statement of how we handle the data on your instructions.

14 Data Processing Agreement (processor terms)

- 14.1 Parties and scope. This section is a data processing agreement (verwerkersovereenkomst) under Article 28 of the GDPR between you as controller (or as processor acting for your own controller) and Fyzno as processor. It forms part of the Contract and applies to every Service in which we process personal data on your behalf. It is concluded in electronic form by the Contract itself. Terms such as "personal data", "processing", "controller", "processor", "personal data breach" and "supervisory authority" have the meaning they have in the GDPR.
- 14.2 Subject matter and duration. The subject matter is the provision of the Services you ordered (hosting, mail, software development and operation, AI integrations, backups and support). The processing lasts as long as the Contract lasts, plus the export and deletion periods in section 24.
- 14.3 Nature and purpose. We store, transmit, back up, copy, make available and delete personal data, and we access it where needed for support, security and repair, in order to supply the Services to you. We process it for no other purpose.
- 14.4 Types of personal data and categories of data subjects. The types of personal data depend on what you put into the Services. They may include names, email addresses, telephone numbers, postal addresses, account identifiers, IP addresses, message content and metadata, files, customer and order data, and any other data you choose to store. Data subjects may include your employees, customers, prospects, website visitors, correspondents and users. You must not put special categories of personal data (such as health data) or data relating to criminal convictions into the Services unless you have told us in writing beforehand, so that the measures can be reviewed.
- 14.5 Instructions. We process personal data only on your documented instructions, which are the Contract, the Order, your use of the Services and your reasonable written instructions, including as regards transfers to a third country, unless a law of the European Union or a Member State requires otherwise. In that case we tell you of that requirement before processing, unless the law forbids us to. We tell you at once if we believe an instruction breaches the GDPR or other data protection law. We may charge for instructions that go beyond the Contract and that take significant effort.
- 14.6 Confidentiality. We make sure that persons authorised to process the personal data (including anyone we engage) are bound by a duty of confidentiality, by contract or by law, and that they have access only where needed.
- 14.7 Security. We take appropriate technical and organisational measures to protect personal data, taking account of the state of the art, the costs, the risk and the nature of the processing (Article 32 GDPR). The current measures are: encryption of connections in transit (TLS) on the services we operate; security updates applied weekly; access to systems and data restricted to the person who runs the Services and to what is needed; and daily backups kept for 30 days (section 17). We may change the measures if the new measures give at least the same level of protection. You are responsible for assessing whether these measures fit the data you put into the Services, and for security measures in your own applications and devices.
- 14.8 Sub-processors. We currently use no sub-processors to process Customer Data. Some items depend on third parties that act for their own purposes and are not our sub-processors: TLS certificates are issued by Let's Encrypt, and domain names are registered through the registrar Dynadot in Fyzno's own name (see clause 5.10), so no Customer Data or personal data of yours is passed to them for that. Telephone carriers carry calls to the Phone Line as independent providers (section 18). You give us a general authorisation to engage sub-processors in future. We tell you in writing at least 30 days before adding or replacing one. You may object on reasonable grounds related to data protection within that period. If we cannot reach a

solution, you may end the affected Service as in section 23 without a penalty. We impose on every sub-processor data protection obligations equal to those in this section and remain responsible to you for their performance.

- 14.9 International transfers. We process personal data only in the Netherlands and do not transfer it to a country outside the European Economic Area. If a transfer of personal data from us to you or to your systems outside the European Economic Area requires a transfer mechanism, then Module Four (processor to controller) of the standard contractual clauses in Commission Implementing Decision (EU) 2021/914 applies, completed with the information in this section, with Dutch law as governing law and the courts of the Netherlands as competent courts.
- 14.10 Assistance. Taking into account the nature of the processing, we help you, by appropriate technical and organisational measures where possible, to respond to requests from data subjects who exercise their rights. If a data subject contacts us directly about data we process for you, we refer them to you and do not answer on the merits unless the law requires it. We also help you, taking account of the information available to us, with your obligations on security, personal data breaches, data protection impact assessments and prior consultation. We may charge our reasonable costs for assistance that takes significant time and is not caused by our own breach.
- 14.11 Personal data breaches. We notify you without undue delay after we become aware of a personal data breach that affects personal data we process for you, and we aim to do so within 48 hours. The notice contains, as far as then known, the nature of the breach, the categories and approximate numbers of data subjects and records concerned, the likely consequences, and the measures taken or proposed. We give further information as it becomes available. You, as controller, decide whether to notify the supervisory authority (in the Netherlands, the Autoriteit Persoonsgegevens) and the data subjects.
- 14.12 Deletion or return. When the Contract ends, we make the personal data available to you for export and then delete it, as stated in section 24, at your choice. Backup copies expire in the 30-day backup rotation. We keep a copy only if the law requires it, and then we keep it protected and only for that purpose.
- 14.13 Information and audits. We make available to you the information needed to show that we comply with Article 28 of the GDPR, and we allow for and contribute to audits, including inspections, by you or an auditor you appoint. We first answer reasonable questions in writing. Where that is not enough, or where a supervisory authority requires it, or after a personal data breach affecting you, you may carry out an on-site audit, no more than once a year, on at least 30 days' notice, on Business Days and in business hours, in a way that does not disturb the Services or other customers. The auditor must not be our competitor and must sign a confidentiality undertaking. You pay the costs of the audit, including our reasonable time. We are not required to obtain certifications or paid third-party audit reports. An audit does not give access to the data or systems of other customers.
- 14.14 Your responsibilities as controller. You determine the purposes and means of the processing. You are responsible for having a lawful basis, for informing data subjects, and for the accuracy and lawfulness of the personal data you give us.
- 14.15 Liability. Section 20 applies to this section, except that nothing limits a data subject's rights under Article 82 GDPR against either of us. Between you and us, each of us is liable for damage caused by processing in the manner Article 82 of the GDPR provides.
- 14.16 Order of precedence for personal data. For questions about the processing of personal data, this section prevails over the other sections of these Terms, but not over a signed Order that expressly deviates from it.

15 Intellectual property and open source

- 15.1 Our website, Free Tools, Pre-existing Materials and all related intellectual property rights belong to us or our licensors. We give you a limited, non-exclusive, non-transferable right to use the Services and Pre-existing Materials delivered with them for your own lawful purposes during the Contract.
- 15.2 Deliverables. Once you have paid in full for a Deliverable, you receive a non-exclusive, worldwide, perpetual licence to use, copy, modify and host it for your own purposes. If the Order says that the intellectual property rights in a Deliverable are transferred to you, we transfer them when you have paid in full, by a written deed of transfer that we sign on request; Dutch law requires a written deed for a transfer of copyright (article 2 paragraph 3 Auteurswet). Until payment in full you may use the Deliverable for its intended purpose under a non-exclusive licence that we can end if you do not pay after a reminder.
- 15.3 Pre-existing Materials. We keep all rights in Pre-existing Materials. To the extent Pre-existing Materials are part of a Deliverable, you receive a non-exclusive, worldwide, perpetual licence to use them as part of that Deliverable, which you may transfer only together with the Deliverable. We remain free to use our know-how, ideas, techniques and general skills, and to create similar work for others, as long as we do not use your confidential information or your Customer Data.
- 15.4 Source and handover. When you have paid in full we hand over the source code of the Deliverables. Third-party components are delivered under their own licences.
- 15.5 Open source and third-party licences. Deliverables and Services may include open-source software and other third-party software. That software is licensed under its own licence, which applies to it instead of these Terms and which you accept for your use of it. On request we tell you which components and licences are used. We do not warrant third-party software beyond what its licence provides.
- 15.6 Customer Data. You keep all rights in Customer Data. You give us a non-exclusive licence to store, copy, transmit and process Customer Data only as needed to supply the Services and to meet our legal duties.
- 15.7 Infringement claims. If a third party claims that a Deliverable that we created infringes its intellectual property rights, you tell us at once, and we may at our choice change it, obtain a licence, or take it back and refund the fees you paid for it. Section 20 applies to this. We are not responsible for claims that arise from materials you supplied or from changes you or others made.
- 15.8 Copyright complaints. We respect intellectual property rights. Notices of alleged infringement follow section 12.

16 Confidentiality

- 16.1 Each of us keeps confidential the non-public information we get from the other in connection with the Contract that is marked confidential or that is reasonably confidential by its nature, including source code, credentials, Customer Data and business information. We use it only for the Contract and we share it only with persons who need to know and who are bound by confidentiality.
- 16.2 This does not apply to information that is public through no fault of the receiving party, that the receiving party already had or developed independently, that it received lawfully from a third party, or that must be disclosed by law or by order of a court or authority (in which case, if allowed, we tell the other party first).
- 16.3 Confidentiality lasts during the Contract and for 3 years after it ends, and for as long as the information is a trade secret or personal data.

17 Backups and your own copies

- 17.1 We make backups of the Managed Services to protect our systems. At present they are daily and go to local disks at our premises. We keep daily backups for 30 days. An off-site backup is not complete. That describes how we operate. It is not a promise that a particular backup exists, can be restored, or can be restored within a certain time, and backups are not a recovery service.
- 17.2 Backups are not an archive and are no substitute for your own copies. You remain responsible for keeping your own copies of Customer Data and of everything that matters to you, in places other than our Services. Where an Order includes a restore service, the Order says what is covered.
- 17.3 If data is lost because of our attributable failure, our liability for the loss is governed by section 20, and the compensation for loss of data is limited to the reasonable cost of restoring it from the most recent usable backup or from your own copy.

18 The 24/7 phone line

- 18.1 We operate a telephone line that is open around the clock. Every call is answered by a voice agent, which is an artificial intelligence system: it turns speech to text, works out the request, and replies by synthetic speech. The models that process a call run on our own servers. The call itself is carried by telecommunications operators: on our side CheapConnect, on your side your own telephone provider. Their own terms and privacy practices apply to what they handle.
- 18.2 AI disclosure. At the start of each call the voice agent tells you that you are talking to an AI system, so that you know before you speak that no human is on the line (Article 50(1) of Regulation (EU) 2024/1689, the AI Act). The voice may sound human. It is not.
- 18.3 Recording notice. At the start of each call the voice agent also tells you that the call may be recorded. We record or transcribe calls to handle your request, for quality assurance, security and safety. If you do not want to be recorded, end the call and write to info@fyzno.com instead.
- 18.4 Retention and no training. Recordings and transcripts are deleted no later than 90 days after the call. We never use any call audio, transcript, log or recording to train or fine-tune an artificial intelligence model, ours or anyone else's. How a call is handled as personal data is explained in the Privacy Policy.
- 18.5 Limits of the voice agent. The voice agent may make mistakes. It cannot conclude or change a Contract, agree prices, waive a right of ours, or give legal, tax or medical advice, and what it says does not bind us. The Phone Line is not an emergency service: in an emergency call 112. Please confirm any important point in writing. We do not guarantee that the Phone Line is always available or that a call is answered correctly.

19 Free Tools, the website and third-party content

- 19.1 Free Tools. The Free Tools (mail, web and DNS checks and similar) are offered free of charge, "as is" and "as available". Their results are technical observations at a moment in time. They can be incomplete, wrong or out of date, and are not advice. You decide what to do with the results. We give no warranty about them and, to the extent the law allows, we are not liable for damage resulting from their use or from their unavailability. This does not limit liability for the intent or deliberate recklessness of Fyzno's owner, and it does not take away rights that mandatory law gives to Consumers.
- 19.2 Use of Free Tools. You may run a Free Tool only against domains, mail systems and servers that you own or are authorised to test. We may limit use by rate, block abusive use, and change or withdraw a Free Tool at any time. We handle the information entered in a Free Tool as the Privacy Policy describes.

- 19.3 Website content. Information on our website is general information. It can contain mistakes, and we may correct or change it at any time. Prices and descriptions on the website are not an offer.
- 19.4 Third-party links and content. The website and Bio Link pages can link to third-party websites. We do not control those websites and we are not responsible for them or for content that other parties publish.
- 19.5 Electronic communication. We communicate with you by email and through the website. Such communications satisfy any requirement that communication be in writing, as far as the law allows.

20 Liability

- 20.1 Scope. Our liability for attributable failure to perform (toerekenbare tekortkoming) and for wrongful acts is governed by Dutch law, as limited by this section. This section applies to every claim between you and us, whatever its legal basis, including breach of contract, wrongful act and claims for repayment.
- 20.2 Notice of default. Towards a Business Customer, our liability for non-performance arises only if the Business Customer has first given us notice of default (ingebrekestelling) in writing, with a reasonable period of at least 14 days in which to perform, and we still fail to perform properly within that period. The notice must describe the failure in enough detail for us to respond. A notice is not needed where performance is permanently impossible or where the law provides that default arises without notice. Consumers keep the statutory rules.
- 20.3 Where liability is not limited. Nothing in these Terms limits or excludes our liability for: (a) damage caused by the intent (opzet) or deliberate recklessness (bewuste roekeloosheid) of Fyzno's owner or management (bedrijfsleiding); (b) death or personal injury; or (c) anything that cannot be limited or excluded under mandatory law, including mandatory consumer law. A limit or exclusion in this section does not apply where relying on it would be unacceptable under the standards of reasonableness and fairness (article 6:248 paragraph 2 of the Dutch Civil Code).
- 20.4 Direct damage only. Subject to clause 20.3, we are liable only for direct damage. Direct damage means: the reasonable costs to establish the cause and the extent of the damage, to the extent this relates to direct damage; the reasonable costs to make our defective performance conform to the Contract, if it can be remedied; and the reasonable costs to prevent or limit damage, if you show that they led to a limitation of direct damage.
- 20.5 Exclusion of indirect damage. Subject to clause 20.3, we are not liable to a Business Customer for indirect or consequential damage, including: lost profit, lost revenue, lost savings or business interruption; loss of goodwill or reputation; costs of replacement services; damage caused by decisions you take based on Services, Free Tools or AI output; damage resulting from the use of Customer Data, software, or third-party items you supplied or chose; fines or penalties imposed on you; and claims of your own customers or other third parties against you.
- 20.6 Cap for Business Customers. Subject to clause 20.3, our total liability to a Business Customer for all damage under or in connection with a Contract, for all events together, is limited to the lower of (a) EUR 2,500 and (b) the fees (excluding VAT, if any) that the Business Customer paid or owed us for the affected Service under that Contract for the 6 months before the first event that caused damage (for a project with a fixed price: the price of the Order). A series of connected events counts as one event. An Order may state a different cap if we both sign it.
- 20.7 Consumers. Our liability to a Consumer is governed by the law. In addition, and only to the extent mandatory law allows, we are not liable to a Consumer for damage that is not a direct consequence of our failure, and our total liability to a Consumer under a Contract is limited to the fees the Consumer paid us under that Contract in the 12 months before the event that caused the damage. These limits never take away a Consumer's statutory remedies for non-conformity, such as repair, a price reduction, termination and refund.

- 20.8 Claim period (Business Customers). Subject to clause 20.3, a Business Customer loses every claim against us unless it tells us about the damage in writing within 2 months after it discovered the damage or could reasonably have discovered it, and unless it takes legal action within one year after that moment. Consumers keep the periods that the law gives them.
- 20.9 Persons we use. Anyone we engage to perform a Contract can rely on the limits and exclusions in these Terms as if they were a party to them (derdenbeding, article 6:253 of the Dutch Civil Code).
- 20.10 Mitigation. You take reasonable steps to prevent and limit damage, including keeping your own backups and keeping credentials secret. We are not liable for damage that results from your failure to do so.

21 Force majeure

- 21.1 A party is not liable for a failure to perform if that failure is not attributable to it by law, by legal act or according to generally accepted standards (overmacht, article 6:75 Dutch Civil Code). In respect of Business Customers this includes, to the extent it is outside our reasonable control: failure of the public electricity grid; failure of internet connectivity, carriers, exchange points, DNS infrastructure, certificate authorities or other upstream providers that we could not reasonably have avoided; cyber attacks, such as denial-of-service attacks, that we could not reasonably have prevented; hardware failure that could not reasonably have been prevented or foreseen with normal care and maintenance; and fire, flood, extreme weather, war, terrorism, strikes, epidemics, and acts or orders of governments or courts.
- 21.2 Force majeure does not excuse a failure that we could reasonably have prevented or limited with normal care, and it does not excuse a failure to take the steps that the Contract requires of us once the event has happened.
- 21.3 During force majeure we suspend our obligations. We tell you as soon as is practical and make reasonable efforts to restore the Services. You do not need to pay for Services that you cannot use during force majeure, in proportion to the period. If force majeure lasts longer than 30 days, either of us may end the part of the Contract that cannot be performed by notice in writing, without liability for damages. Force majeure does not release a party from paying amounts already due.

22 Indemnity (Business Customers)

- 22.1 This section applies only to Business Customers. The Business Customer indemnifies us against claims by third parties (including authorities) and against the resulting reasonable and documented costs, including reasonable legal fees, to the extent those claims arise from Customer Data, from the Business Customer's use of the Services in breach of the Contract, of section 11 or of the law, or from materials that the Business Customer supplied.
- 22.2 We tell the Business Customer about the claim promptly, allow it to take over the defence if it wants, and cooperate at its cost. We do not settle a claim without its consent, which it may not unreasonably withhold. If we conduct the defence ourselves, we consult the Business Customer beforehand on the expected costs, and we do not incur legal costs of more than EUR 1,000 without its approval, which it may not unreasonably withhold.
- 22.3 This section does not apply to the extent the claim results from our intent or deliberate recklessness or from our own attributable failure. Consumers do not give an indemnity; they are liable under the law.

23 Term and termination

- 23.1 Duration. A Contract for project work ends when the work has been delivered and paid for. A Contract for Managed Services runs for the initial term stated in the Order. If the Order states no term, it runs month to month. After the initial term, a Contract for Managed Services continues for an indefinite period, unless the Order says otherwise. Section 6.10 limits the initial term for Consumers.
- 23.2 Notice. After the initial term, either of us can end a Contract for Managed Services by giving 30 days' notice In writing, effective at the end of a billing period. You may cancel by email to info@fyzno.com. Consumers may cancel at any time after the initial term with a notice period of at most one month. Before the end of the initial term neither of us can end the Contract early for convenience, except as clauses 23.4 and 23.5, section 6 and mandatory law provide.
- 23.3 Project work. Either of us may end project work for convenience by giving 14 days' notice In writing. You then pay for the work done up to the end date, plus unavoidable and reasonable costs already committed for the project. If we end project work for convenience, we do not charge for work that you cannot use.
- 23.4 Termination for breach. Each of us may end the Contract with immediate effect by notice In writing (ontbinding) if the other party is in material breach and, after notice of default with a reasonable period to remedy (at least 14 days), has not remedied the breach, or if remedy is impossible. We may also end the Contract with immediate effect if you are declared bankrupt, are granted a suspension of payments (surseance van betaling), enter debt restructuring, or cease your business; if your use of the Services is a serious breach of section 11; if a court or authority requires it; or if we have another serious reason that makes it unreasonable to continue. Ending a Contract for breach does not release you from amounts already due.
- 23.5 Right to end on change. You can end an ongoing Contract in the cases stated in clauses 5.8, 6.11, 7.6, 14.8 and 25.3, in the way stated there.
- 23.6 Survival. Provisions that by nature continue after the Contract ends keep their effect, including those on intellectual property, confidentiality, liability, indemnity, payment, data deletion, governing law and jurisdiction.

24 Export, transfer and deletion of your data

- 24.1 At any time. Whenever you ask us to export, transfer or delete Customer Data or a domain name that we hold for you, we do it promptly and without conditions, during the Contract and after it. We do not make it depend on payment of other amounts; we claim those separately. The exceptions are content that is unlawful and cases where the law requires us to keep or withhold data. Technical limits that we do not control (see clause 5.10 for domain names) can delay a transfer.
- 24.2 When a Contract for Managed Services ends, we keep your Customer Data for 30 days (the "export window"), during which you may ask us for an export, and we make it available in a common format (for example an archive of files, a database dump and mailboxes in a standard format), at no extra charge for a standard export. You can also pick up the export yourself where we provide access. If you want extra help, such as migration support, we offer it at an agreed price.
- 24.3 When the export window ends, we delete Customer Data from our live systems within a further 30 days. If you ask for earlier deletion, we delete it from the live systems promptly. Copies in backups expire in the 30-day backup rotation, so they are gone no later than 30 days after deletion from the live systems, and in any case no later than 90 days after the Contract ended. On request we confirm the deletion In writing.

- 24.4 For project work, we hand over what is owed under section 15 when you have paid in full. This concerns the Deliverables and our work product; your Customer Data and your domain names are covered by clause 24.1. After 30 days we may delete our working copies of your materials, unless the Order or the law says otherwise.
- 24.5 Where a Contract ended because of a serious breach of section 11, we need not return content that is unlawful.

25 Changes to these Terms

- 25.1 Publication alone does not change an existing Contract. The Terms in force on the day a Contract is formed apply to it until a change takes effect as this section says. We publish each new version on our website with its version number and date.
- 25.2 Clarifications. A correction of spelling or an edit that only clarifies the wording and changes no right or obligation does not need notice or consent.
- 25.3 Other changes. We may change the Terms for a valid reason: a change in law or a demand of an authority; the protection of security or of our systems or other customers; a change in a Service or in a third-party component that the Services depend on; or the correction of an error. We tell you by email what changes and why, at least 30 days before the change takes effect. Where a change is needed at once for security or because the law requires it, we give as much notice as is reasonably possible. If a change is materially to your disadvantage, you may end the affected Contract by notice in writing before the change takes effect, with effect from the date the change would apply, without penalty, and with a refund of fees paid for any period after that date. If you do not end the Contract, a Business Customer is regarded as having accepted the change from the date stated.
- 25.4 Consumers. For a Consumer, a change that alters the essential elements of an existing Contract (such as the price or the main Service) takes effect only if the Consumer agrees or has the right to end the Contract free of charge before it takes effect, as section 6 and mandatory law provide. A Consumer's silence is not agreement to a change that is to the Consumer's disadvantage.

26 Governing law and jurisdiction

- 26.1 Dutch law governs the Contract, these Terms and every dispute connected to them, including non-contractual claims. This applies to all customers, wherever they are located, inside or outside the European Union, including customers in the United States. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) does not apply.
- 26.2 Business Customers and customers outside the European Economic Area. The court that is competent in the district where Fyzno is established has exclusive jurisdiction over every dispute connected to the Contract or these Terms. Fyzno is established in Drenthe, which lies in the district of the Rechtbank Noord-Nederland (Northern Netherlands District Court). We may also start proceedings against you before any other court that has jurisdiction, for example to enforce a judgment or to claim payment.
- 26.3 Consumers in the European Union or European Economic Area. If you are a Consumer who lives in the European Union or the European Economic Area, and we direct our activities to your country, then the choice of Dutch law does not take away the protection of the mandatory provisions of the law of the country where you normally live (Article 6 of Regulation (EC) 593/2008, Rome I). You may bring a claim against us in the courts of the Netherlands or of the Member State where you live, and we may bring a claim against you only in the courts of the Member State where you live (Articles 17 to 19 of Regulation (EU) 1215/2012, Brussels I bis). Which Dutch court is competent follows from the law and not from clause 26.2.

- 26.4 Consumers outside the European Economic Area. If you are a Consumer who lives outside the European Economic Area, Dutch law applies as stated in clause 26.1, and disputes go to the Dutch courts, to the extent the law of your country allows that choice. If mandatory consumer protection law of your country of residence applies to the Contract despite the choice of Dutch law, that law keeps its effect and you may rely on it.
- 26.5 Talk first. Before you start proceedings, please contact us by email so we can try to settle the matter. This is a request and not a condition for bringing a claim. It does not stop either of us from asking a court for urgent relief.
- 26.6 Nothing in this section limits any right that mandatory law gives a Consumer to go to a court.

27 Language

- 27.1 These Terms are written in English. The English text is the binding text and governs the Contract. We publish a Dutch translation at <https://fyzno.com/legal/terms/nl>. It is a translation for convenience: if the English and Dutch texts differ, or a term can be read in more than one way, the English text prevails, except where mandatory consumer law requires an interpretation more favourable to a Consumer.
- 27.2 We communicate with you in English or Dutch, as you choose.

28 General provisions

- 28.1 Severability. If a provision of these Terms is void, annulled or cannot be enforced, the rest remains in force, and the provision is replaced by one that is valid and that comes as close as the law allows to the purpose of the original.
- 28.2 Entire agreement. The Contract is the whole agreement between you and us on its subject and replaces earlier discussions, offers and agreements on it. Changes to the Contract must be in writing, subject to section 25.
- 28.3 Assignment. You may not transfer your rights or obligations under the Contract to another party without our prior written consent, which we will not unreasonably withhold. We may transfer the Contract to someone who takes over the business that supplies the Services, if this does not reduce your rights, and we tell you in writing. You agree to such a transfer in advance (article 6:159 of the Dutch Civil Code).
- 28.4 No waiver. If we do not enforce a right, we do not give it up. A waiver is valid only if it is in writing.
- 28.5 Relationship. We act as an independent contractor. Nothing in the Contract makes us your partner, agent or employee.
- 28.6 Evidence. Between us and a Business Customer, our records, including logs and monitoring data, may be used as evidence of how the Services were used and performed. The Business Customer may produce evidence to the contrary. Consumers keep their statutory rights as to evidence.
- 28.7 Notices. We may send notices to the email address you gave us, or through your account. You may send notices to info@fyzno.com. Towards a Business Customer, a notice is regarded as received on the Business Day after it was sent, unless the sender receives an error message.
- 28.8 Third parties. The Contract gives no rights to third parties, except as stated in clause 20.9 and in section 14 for data subjects.

29 Contact and complaints

Email: info@fyzno.com

Website: <https://fyzno.com>

Our Privacy Policy is at <https://fyzno.com/legal/privacy>. The plain-language Summary is at <https://fyzno.com/legal/terms>. Our status page is at <https://fyzno.com/status>.

Send complaints about the Services, an invoice, content or these Terms to info@fyzno.com. We handle them as soon as we reasonably can.

Questions about these Terms: info@fyzno.com · fyzno.com

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