

NForce Entertainment BV, incorporated under the laws of the Netherlands, with its principle place of business at Postbus 1142, 4700 BC Roosendaal, duly represented in this matter by S. Elimeleh, L.L.M., hereinafter to be referred to as “**NE**”,

and
RESELLER

Each party hereinafter to be referred to as the “Party” and collectively as the “Parties”.

WHEREAS:

- NE provides certain internet services;
- RESELLER wishes to make use of the services provided by NE for his own services or for his End Customers;
- Parties wish to lay down their respective rights and obligations in this agreement.

HAVE AGREED THE FOLLOWING:

1. Definitions

- 1.1. *Agreement*: the present agreement including all applicable to service(s) published policies at www.nforce.com

2. Provision of services

- 2.1. NE will provide services in accordance with the conditions set out in this Agreement and its policies.
- 2.2. The agreement has a duration as agreed upon ordering, which can vary from 1 month to 60 months from the commencement date and will then be automatically extended for the same period, unless either parties terminates the agreement no later than one (1) month prior to the end of the current period, by means of a letter (email) addressed to the other party to that effect.
- 2.3. The agreement and the provision of services are subject to all published applicable policies at www.nforce.com. If there is any conflict between the provisions set out in the agreement and the provisions in other policies, then the provisions of the agreement will prevail.
- 2.4. NE shall endeavour to provide the services with minimum disruptions. However, NE cannot guarantee that the services will always function without disruptions, delay or other imperfections.

3. Obligations upon RESELLER; Indemnifications

- 3.1. RESELLER is responsible for the availability of the hard and software, the connections and other preconditions, which enable access to the system.
- 3.2. RESELLER guarantees that the services will only be used for lawful purposes. In this respect, RESELLER will act and behave at all times in a manner that may be expected from a careful user. To this end, RESELLER will, amongst other things, observe all statutory regulations and the “Netiquette”, and will refrain – without limitation – from: spamming, infringing the intellectual property rights of third parties, the disclosure or distribution of child pornography, sexual intimidation or the harassment of third parties in any other manner, the invasion of the privacy of third parties, damaging the honour or good name of third parties, hacking, carrying out DDoS or other attacks, or spreading viruses, worms or other programs that may inflict damage to individual systems or disrupt the functioning of the internet. RESELLER guarantees that its own customers will agree to this article as well.
- 3.3. RESELLER is responsible for the user name and password provided to him/her by NE and has complete and independent liability for any possible misuse made of the user name and password, unless this is the result of the intentional acts or omissions or gross negligence on the part of NE.
- 3.4. If the permitted data traffic is exceeded, NE is authorised – without further announcement – to charge additional costs for this, without prejudice to its right to take measures to bring the quantities within the permitted limits.
- 3.5. If RESELLER fails to observe the provisions set out in Articles 3.2, 3.3 and 3.4, NE is authorised – without further announcement – to suspend or discontinue the services, to block connections or to remove content. In cases where this is justified because of the seriousness of the violation, NE is authorised to dissolve the agreement with immediate effect, without creating any right to compensation for RESELLER from NE.
- 3.6. Notwithstanding the general terms and conditions, NE will never be liable for the non-availability or reduced availability of the services as a result of power failures or power breakdowns, breakdowns in the telecommunication or the internet, defects of RESELLER hard or software, and all other causes that fall outside NE’s direct sphere of influence.
- 3.7. RESELLER indemnifies NE against all claims from third parties, including, without limitation, any claims from NE supplier(s) resulting from RESELLER’s failure to observe one of his/her obligations arising from the agreement, more specifically from this article.

4. Fees

- 4.1. For the services RESELLER will pay the one off and periodical fees stated in the initial order form. All sums stated are in Euros and exclusive of VAT or any other applicable taxes.
- 4.2. Possible additional costs will be reimbursed in accordance with the relevant provisions.
- 4.3. Invoicing of the services will take place in advance. Additional costs will be invoiced retrospectively.
- 4.4. Invoicing will take place by digital invoice.

5. Non-Disclosure

- 5.1. RESELLER acknowledges and agrees that all pricing, discounts, and other commercial terms offered by NE to RESELLER are confidential and proprietary information of NE. RESELLER agrees to maintain the confidentiality of such information and not to disclose or otherwise make available such information to any third party without the prior written consent of NE. RESELLER further agrees not to use such information for any purpose other than the performance of its obligations under this agreement. The obligations of confidentiality and non-use under this clause shall survive the termination of this agreement.

6. Applicable Law and Disputes

- 6.1. This Agreement is governed by the law of the Netherlands.
- 6.2. Disputes between NE and RESELLER arising from, or relating to, the Agreement will be brought exclusively before the competent Court of Breda.

7. Compliance with TOS (Terms of Service), AUP (Acceptable Use Policy)

- 7.1. RESELLER agrees to comply with the Terms of Service (TOS) and Acceptable Use Policy (AUP). You acknowledge that failure to comply with these guidelines may result in suspension or termination of your reseller account, as well as any other legal remedies available to us. the RESELLER is responsible for ensuring that his customers also comply with NE TOS and AUP, and that they are aware of the consequences for any violations. We reserve the right to modify our TOS and AUP at any time, and it is your responsibility to review these documents periodically for any changes.

8. Compliance with Sanctions Regulations: Obligations and Responsibilities

- 8.1. NE has implemented measures to comply with applicable anti-money laundering and anti-terrorism laws, rules, and regulations in the jurisdiction where it operates, including EU sanctions and OFAC programs, if applicable, as well as local sanctions laws. RESELLER is also obligated to comply with these regulations and ensure that their customers comply with them. Any violation of these regulations may result in the termination of the reseller agreement.
- 8.2. In addition to complying with external sanctions laws and regulations, specific customer orders and transactions, including payments, may be prohibited under the regulations of sanctioned countries subject to far-reaching EU and/or OFAC sanctions regimes. NE and its resellers must ensure that they do not engage in any transactions that are prohibited by these regulations.
- 8.3. Sanctions are subject to change; the most of up date information on sanctions is available on the website of the Dutch government (Rijksoverheid) and the OFAC.
[Consolidated list of persons, groups and entities subject to EU financial sanctions](#)

9. Due Diligence and Compliance Verification

- 9.1. RESELLER acknowledges and agrees that NE may perform due diligence on RESELLER and its customers to verify compliance with applicable laws and regulations, including but not limited to sanctions regulations. NE will conduct this due diligence in a transparent and responsible manner, with respect for applicable privacy laws and regulations. To facilitate this process, RESELLER agrees to cooperate with NE and promptly provide any information or documentation that NE reasonably requests.
- 9.2. During the due diligence process, NE may collect personal data from RESELLER and its customers. This data will only be used for the purpose of verifying compliance with applicable laws and regulations and will be handled in accordance with all applicable privacy laws and regulations.
- 9.3. NE's right to perform due diligence on RESELLER and its customers is without prejudice to any other rights or remedies that NE may have under applicable law or this agreement. However, in the event that NE determines, in its sole discretion, that RESELLER or its customers have violated applicable laws or regulations, NE reserves the right to terminate this agreement immediately.

10. Payment for Services

- 10.1. All prices are in EURO (€), excluding 21% VAT.
- 10.2. If the RESELLER is required to make regular payments, NE may adjust the applicable prices and rates. NE will provide written notice of any such adjustment at least one month in advance.
- 10.3. If the RESELLER does not wish to agree to the adjustment, the RESELLER must request an adjustment to the Agreement within 7 days after receiving the notice. If no request is made within 7 days, the adjustment will become effective on the date specified in the notice.
- 10.4. NE shall invoice RESELLER for charges arising out of RESELLER's use of the Services (collectively, "Service Charges"). The billing frequency is mentioned in the initial order form. Charges will, whenever possible, be billed in advance. RESELLER shall ensure that such Service Charges have been paid before or on the due date the applicable NE invoice, unless otherwise specified.
- 10.5. Upon NE acceptance of the Quote and full execution of the Agreement, RESELLER shall be invoiced for all Service Activation Charges. NE may require an Initial Payment for the first and last month's Service Charges. The Initial Payment shall be due prior to connection of RESELLER equipment to the Network, but in no event later than 5 days after the execution of the Agreement.
- 10.6. NE will bill RESELLER monthly in advance for committed bandwidth, and monthly in arrears for any additional bandwidth/data traffic used above the committed bandwidth/data traffic, as well as any extra services. "Bandwidth/data traffic fees" are defined as charges for the usage of bandwidth/data traffic provided under these General Terms and Conditions. Additionally, NE will bill RESELLER monthly in arrears for the power consumption of RESELLER's equipment as set forth in these General Terms and Conditions.
- 10.7. Billing for monthly service charges, bandwidth/data traffic fees, and power consumption will begin on the Effective Date or the date of connection of RESELLER's equipment to the NE Network, whichever is earlier. It is the responsibility of RESELLER to promptly pay all invoiced amounts in full. If payment is not received within the payment term specified in the invoice, NE reserves the right to suspend or terminate the services provided to RESELLER."