Binadit General Terms and Conditions

Version 2.0, effective 9 November 2026. For Agreements concluded before that date, this version applies from 9 December 2026 (Article 17). Earlier versions are available at binadit.com/terms/archive.

Article 1. Definitions

In these Terms:

- Binadit: Binadit B.V., Seinhuiswachter 2, 3034 KH Rotterdam, the Netherlands, Chamber of Commerce number 80923216, VAT number NL861852990B01.
- Customer: any natural or legal person who requests a quote from, places an order with or enters into an Agreement with Binadit.
- Business Customer: a Customer acting in the exercise of a profession or business.
- Consumer: a Customer who is a natural person not acting in the exercise of a profession or business.
- Agreement: the agreement between Binadit and Customer for Services, including these Terms, the DPA, the AUP and any order, quote or service description.
- Services: all services Binadit provides, including web hosting, VPS, dedicated and GPU servers, managed services, colocation, Binadit Workspace, domain registration and DNS, code scans, assessments, consultancy and project work.
- AUP: Binadit's Acceptable Use Policy at binadit.com/aup.
- DPA: Binadit's Data Processing Agreement at binadit.com/dpa.
- Privacy Statement: Binadit's Privacy Statement at binadit.com/privacy.
- Data Portability Information: the information on exportable data, formats and switching procedures at binadit.com/data-portability.
- Portal: Binadit's customer portal at my.binadit.com.
- In writing: includes e-mail and messages sent through the Portal.

Article 2. Applicability

2.1 These Terms apply to all quotes, offers and Agreements of Binadit.

2.2 Deviations from these Terms are binding only if agreed in writing.

2.3 The applicability of Customer's purchasing or other conditions is expressly rejected.

2.4 These Terms apply to Business Customers and Consumers. Where a provision applies to only one of them, it says so. Article 16 contains additional rules for Consumers.

2.5 If a provision of these Terms is void or annulled, the other provisions remain in force, and the parties replace that provision with a valid one that comes as close as possible to its purpose.

Article 3. Order of precedence

3.1 If documents forming part of the Agreement conflict, they apply in the following order:

1. specific written agreements, the order or the quote accepted by Customer;
2. the DPA, for the processing of personal data;
3. a service level agreement, if agreed in writing;
4. the AUP, for the use of the Services;

5. these Terms.

3.2 Article 16 (Consumers) and mandatory law always prevail.

Article 4. Quotes, orders and formation of the Agreement

4.1 Quotes are without obligation and valid for 30 days, unless stated otherwise.

4.2 The Agreement is formed when Customer accepts a quote in writing, completes an order through the website or the Portal, or when Binadit confirms an order in writing or starts performing it.

4.3 By placing an order, Customer accepts these Terms, the DPA and the AUP, and acknowledges the Privacy Statement. Binadit makes these documents available before the Agreement is concluded, in a form Customer can store and reproduce.

4.4 Binadit may refuse an order without stating reasons, for example in case of a risk of breach of the AUP, applicable sanctions or failed verification.

4.5 Binadit may ask Customer to verify its identity, for example for domain registration or to prevent abuse.

Article 5. Prices and payment

5.1 Prices for Business Customers are exclusive of VAT. Prices shown to Consumers include VAT.

5.2 Subscriptions are invoiced monthly in advance, unless another period is agreed. Project work and usage-based charges are invoiced afterwards. Invoices must be paid within 30 days of the invoice date.

5.3 A Business Customer who does not pay on time is in default without notice and owes the statutory commercial interest (Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs. A Consumer who does not pay on time first receives a written reminder with a payment term of at least 14 days. If the Consumer does not pay within that term, the Consumer owes the statutory interest (Article 6:119 of the Dutch Civil Code) and extrajudicial collection costs within the limits of the Dutch Decree on compensation for extrajudicial collection costs.

5.4 If Customer does not pay after a written reminder with a payment term of at least 7 days (14 days for Consumers), Binadit may suspend the Services. Binadit does not delete Customer's data during a suspension. If the suspension lasts longer than 30 days, Binadit may terminate the Agreement in writing. Article 14 then applies to the retrieval and erasure of data.

5.5 Binadit may change the prices of subscriptions with at least 30 days' written notice. Customer may terminate the affected Service with effect from the date the change takes effect. Article 16.5 also applies to Consumers.

5.6 Customer must report disputes about an invoice in writing within 30 days of the invoice date. A dispute does not suspend the obligation to pay the undisputed part.

Article 6. Delivery, service levels and maintenance

6.1 Binadit makes every reasonable effort to provide the Services with care. Availability commitments apply only if agreed in a service level agreement. Any service credits under a service level agreement are Customer's exclusive remedy for unavailability, except in case of intent or deliberate recklessness of Binadit's management.

6.2 Binadit announces planned maintenance at least 48 hours in advance. Urgent maintenance needed for security or continuity may take place without prior notice; Binadit informs Customer as soon as possible afterwards.

6.3 Delivery times are indicative and are not strict deadlines, unless expressly agreed in writing.

6.4 Binadit may engage third parties to perform the Agreement. For personal data, the DPA applies.

6.5 Binadit may change technical aspects of the Services, provided the functionality is not materially reduced. Article 17 applies to other changes.

6.6 Binadit makes backups of Customer data only if this is included in the Service description or ordered separately. Otherwise, Customer is responsible for its own backups.

Article 7. Customer obligations and acceptable use

7.1 Customer complies with the AUP, which forms part of the Agreement. Customer is responsible for all use of the Services through its account, including use by its users and end customers, and passes the AUP on to them.

7.2 Customer keeps its login credentials confidential, enables multi-factor authentication where offered, and keeps its contact details, including an administrative contact and a security contact, up to date in the Portal.

7.3 For unmanaged Services, Customer is responsible for the operating system, software, updates and security of its environment.

7.4 Customer warrants that its content and its use of the Services are lawful and do not infringe the rights of third parties. Customer indemnifies Binadit against claims of third parties and fines resulting from Customer's content, its use of the Services, or its breach of the AUP or the law. Article 16.6 applies to Consumers.

7.5 If Customer's use of resources disproportionately burdens Binadit's infrastructure or other customers, Binadit may limit that use after giving notice where possible.

7.6 Domain names are registered under the rules of the relevant registry, with Binadit acting as intermediary. Customer is the registrant and is responsible for the accuracy of the registrant data. Binadit is not liable for decisions of registries. Registrant data is provided to the registry under its policies.

Article 8. Notices, suspension and statement of reasons

8.1 Anyone can report content they consider illegal, or a breach of the AUP, to abuse@binadit.com. A notice should contain the information listed in the AUP. Binadit confirms receipt, handles notices in a timely, diligent, non-arbitrary and objective manner, and informs the notifier of its decision (Article 16 of Regulation (EU) 2022/2065, Digital Services Act).

8.2 If Binadit reasonably believes that content is illegal or that Customer breaches the AUP, the Agreement or the law, Binadit may take proportionate measures: a warning with a term to remedy, blocking or removing specific content, restricting or suspending the Services in whole or in part, or, in case of a serious or repeated breach, terminating the Agreement.

8.3 In case of child sexual abuse material, an acute threat to Binadit's network or to third parties, an active attack or a legal order, Binadit may act without prior notice. Binadit then informs Customer as soon as possible afterwards, unless the law prohibits this.

8.4 Binadit gives Customer a clear and specific statement of reasons for any measure under this Article (Article 17 of the Digital Services Act), unless the law prohibits this. Customer may object to the measure by e-mail to abuse@binadit.com; Binadit then reviews its decision. Customer may also go to court.

8.5 A suspension does not release Customer from its payment obligations, unless the suspension was not justified.

8.6 Binadit may charge Customer the reasonable costs of handling abuse caused by Customer or its users.

8.7 Binadit's single point of contact for authorities, the European Commission and users under Articles 11 and 12 of the Digital Services Act is contact@binadit.com. Communication is possible in Dutch and English.

Article 9. Privacy and data protection

9.1 Binadit processes personal data of Customer and its contact persons as a controller, as described in the Privacy Statement.

9.2 Where Binadit processes personal data on behalf of Customer, it does so as a processor under the DPA. The DPA forms an integral part of the Agreement and is accepted together with these Terms; no separate signature is required. On

request, Binadit provides a countersigned copy.

9.3 Customer is responsible for the lawfulness of the processing of personal data it stores or processes using the Services.

9.4 If a Consumer uses the Services for personal or household purposes, Binadit applies the protections of the DPA to the Consumer's data, as set out in Article 2.5 of the DPA.

9.5 Binadit does not access, use or analyse Customer's data, whether personal or not, except where necessary to provide the Services, to maintain their security, to comply with the law, or on Customer's instruction. Binadit does not use Customer's data to train artificial intelligence models.

Article 10. Liability

10.1 Binadit's total liability, on any legal ground, is limited to the amount paid out by Binadit's professional liability insurer in the case concerned, plus the deductible. If the insurer pays nothing, Binadit's liability is limited per event to the fees, excluding VAT, paid by Customer for the Service concerned in the three months preceding the event, with a maximum of EUR 10,000. A series of connected events counts as one event.

10.2 Binadit is not liable for indirect damage, including consequential loss, lost profit, lost savings, reputational damage and damage due to business interruption.

10.3 Binadit is not liable for loss or corruption of data, unless it results from Binadit failing to perform a backup service it agreed to provide, or failing to comply with its security obligations under the DPA. In that case, Binadit's liability is limited to the reasonable costs of restoring the data from the most recent available backup, within the limits of Article 10.1.

10.4 The limitations in this Article do not apply to damage caused by intent or deliberate recklessness of Binadit's management, or to damage resulting from death or personal injury.

10.5 A right to compensation arises only if Customer reports the failure in writing without delay, giving Binadit a reasonable term to remedy it, unless remedy is permanently impossible. A claim lapses 12 months after Customer became aware or could reasonably have become aware of the damage.

10.6 Binadit's employees, contractors and sub-processors may rely on this Article as if they were party to the Agreement.

10.7 Article 16.6 applies to Consumers.

Article 11. Intellectual property

11.1 All intellectual property rights in Binadit's software, documentation and other materials remain with Binadit or its licensors. Customer receives a non-exclusive, non-transferable right to use them for the term of the Agreement, solely to use the Services.

11.2 Customer retains all rights to its own data and content. Customer grants Binadit only the rights needed to provide the Services.

Article 12. Confidentiality

12.1 Both parties keep confidential all information they receive from each other that is marked as confidential or that they should reasonably understand to be confidential. This obligation continues for five years after the end of the Agreement.

12.2 This does not apply where disclosure is required by law or by a court order. The disclosing party then informs the other party in advance where the law allows this.

Article 13. Term and termination

13.1 The Agreement is entered into for the initial term stated in the order. If no term is stated, the initial term is one month. After the initial term, the Agreement continues for an indefinite period and each party may terminate it in writing at any time with one calendar month's notice.

13.2 If Customer terminates during a fixed initial term, the fees for the remaining initial term remain due, unless these Terms provide otherwise.

13.3 Each party may terminate the Agreement in writing with immediate effect if the other party materially fails to perform and has not remedied this within a reasonable term after a written notice of default, or if the other party is declared bankrupt or granted a suspension of payments.

13.4 Binadit may terminate the Agreement with immediate effect in the cases set out in Article 8.

13.5 Binadit may terminate an Agreement for an indefinite period with two months' written notice, for example when it discontinues a Service.

13.6 On termination, Article 14 governs the retrieval and erasure of Customer's data. Amounts due for Services already provided remain payable.

Article 14. Switching and data portability (Data Act)

14.1 This Article applies to all Services in which Customer stores data, for Business Customers and Consumers, and implements Chapter VI of Regulation (EU) 2023/2854 (Data Act).

14.2 Customer may at any time notify Binadit, through the Portal or in writing, that it wishes to: (a) switch to another provider; (b) transfer all exportable data and digital assets to its own infrastructure; or (c) have its exportable data erased. The notice period is one calendar month.

14.3 After the notice period, a transitional period of at most 30 calendar days follows. During that period Binadit provides reasonable assistance, continues the Service at the agreed fees, maintains a high level of security, and informs Customer of known risks to continuity. If the switch is technically unfeasible within 30 days, Binadit informs Customer within 14 working days after the notice, explains why, and proposes an alternative transitional period of up to seven months. Customer may extend the transitional period once, by a period it considers more appropriate.

14.4 Binadit publishes in the Data Portability Information an exhaustive specification of the exportable data and digital assets per Service, with the formats and procedures. Exportable data includes at least the data and content Customer has stored and the configuration data Customer has entered. Binadit's own software, internal operational and security data, and data whose export would infringe trade secrets or the security of Binadit's infrastructure or other customers are not exportable.

14.5 After the transitional period, or after termination of the Agreement for any other reason, Customer has a data retrieval period of at least 30 calendar days to retrieve its data.

14.6 After the data retrieval period, Binadit fully erases all exportable data and digital assets, unless the law requires Binadit to keep them. The DPA applies to backups. On request, Binadit confirms the erasure in writing.

14.7 The Agreement ends upon successful completion of the switch, or at the end of the notice period if Customer only requested erasure.

14.8 Binadit charges no switching or data egress fees. The fees for the Service remain due during the notice period and the transitional period. Article 13.2 applies to fixed initial terms.

14.9 Binadit's ICT infrastructure is located in the Netherlands and is subject to Dutch and EU law. Binadit applies the measures in Article 7.4 of the DPA against unlawful governmental access from outside the EEA to all Customer data, including non-personal data.

Article 15. Force majeure

15.1 Binadit is not liable for failures caused by circumstances beyond its reasonable control, including failures at suppliers, power and network failures, DDoS attacks, pandemics and government measures.

15.2 Binadit informs Customer of a force majeure situation as soon as possible.

15.3 If a force majeure situation lasts longer than 60 days, each party may terminate the Agreement in writing, without any obligation to pay compensation.

Article 16. Consumers

16.1 This Article applies only to Consumers and prevails over the other provisions of these Terms.

16.2 A Consumer may withdraw from an Agreement concluded at a distance within 14 days after its conclusion, without giving reasons. The Consumer can do so through the Portal, by e-mail to contact@binadit.com, or with the model withdrawal form in Annex 1. Binadit confirms receipt and refunds any payment within 14 days after the withdrawal, using the same means of payment.

16.3 If the Consumer expressly requests Binadit to start the Service during the withdrawal period, the Consumer owes a proportional amount for the Service provided until the withdrawal. If a Service, such as the registration of a domain name, has been fully performed at the Consumer's express request and with the Consumer's acknowledgement that the right of withdrawal then lapses, the Consumer can no longer withdraw from that Service.

16.4 The initial term for a Consumer is at most 12 months. After the initial term, the Agreement continues for an indefinite period, and the Consumer may terminate it at any time with one month's notice.

16.5 If Binadit increases a price within three months after the Agreement was concluded, the Consumer may dissolve the Agreement. For later price changes and amendments under Article 17, the Consumer may terminate the affected Service with effect from the date the change takes effect.

16.6 The limitations of liability in Article 10, Article 6.1 and the DPA, and the indemnities in Article 7.4 and the DPA, apply to Consumers only to the extent permitted by mandatory consumer law, in particular Articles 6:236 and 6:237 of the Dutch Civil Code. The Consumer's statutory rights regarding conformity of digital content and digital services are not limited.

16.7 A Consumer can submit complaints to contact@binadit.com. Binadit responds within 14 days. If a response takes longer, Binadit confirms receipt within 14 days and indicates when the Consumer can expect a full response.

16.8 The choice of Dutch law does not deprive a Consumer of the protection of mandatory provisions of the law of the country where the Consumer has their habitual residence. A Consumer may bring proceedings before the competent court of their place of residence, and Binadit brings proceedings against a Consumer only before that court.

Article 17. Changes

17.1 Binadit may amend these Terms, the DPA and the AUP. Amended versions apply immediately to new Agreements, and to existing Agreements 30 days after Binadit has notified Customer in writing.

17.2 If an amendment materially disadvantages Customer, Customer may terminate the affected Agreement free of charge with effect from the date the amendment takes effect.

17.3 Amendments required by law take effect on the date the law requires.

17.4 Binadit keeps earlier versions available on its website.

Article 18. Governing law and disputes

18.1 The Agreement is governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

18.2 Disputes are submitted exclusively to the competent court in Rotterdam, unless the parties agree on arbitration in writing. Article 16.8 applies to Consumers.

18.3 The English version of these Terms prevails over any translation.

Article 19. Contact

Binadit B.V., Seinhuiswachter 2, 3034 KH Rotterdam, the Netherlands. General: contact@binadit.com, +31 10 477 5362. Support: support@binadit.com. Abuse: abuse@binadit.com. Portal: my.binadit.com. Chamber of Commerce 80923216, VAT NL861852990B01.

Annex 1. Model withdrawal form (Consumers only)

Complete and return this form only if you wish to withdraw from the Agreement.

To: Binadit B.V., Seinhuiswachter 2, 3034 KH Rotterdam, the Netherlands, contact@binadit.com

I hereby give notice that I withdraw from my contract for the provision of the following service:

- Service: ...
- Ordered on: ...
- Name of the consumer: ...
- Address of the consumer: ...
- Customer number (if known): ...
- Signature of the consumer (only if this form is notified on paper): ...
- Date: ...