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CHAPTER A. WEBSITE

- 1.1. **Website Passwords/Username.** Access to and use of certain areas of the Websites are restricted to authorized users only. You are responsible for maintaining the confidentiality of the password and account. All consequences and losses relating to the use of your password and account, whether or not you have authorized that use, shall be for your sole account, including all placed orders and communication conducted with LeaseWeb or its affiliates. You agree to immediately notify LeaseWeb if your password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.
1. **Licence.** If LeaseWeb Global grants you access to password restricted areas of the Websites, LeaseWeb Global grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable and royalty free right to use these areas. Said licence shall be limited to (i) viewing the information and performance data, and (ii) using the features included in these areas for the ordinary course of your business. You shall observe each and any instruction of LeaseWeb Global regarding the use of said restricted areas of the Websites. LeaseWeb Global reserves the right to suspend or revoke, in its sole discretion, this license and to prevent you from accessing all or any portion of said areas of the Websites without liability on the part of LeaseWeb Global if (i) you act in violation of any of these Terms of Use, or (ii) if any of the LeaseWeb affiliates with whom you have entered into an agreement with for the provision of goods or services notifies LeaseWeb Global that it has suspended the provision of goods or services under such agreement or that such agreement has been terminated.
2. **Unauthorized Access to Website.** You agree (i) not to gain or attempt to gain unauthorized access to any password restricted areas of the Websites or to information contained in such areas of the Websites, (ii) not attempt to evade authentication or security procedures, (iii) not to access or use the Websites in any manner that could damage, disable, overburden, or impair LeaseWeb Global’s computer systems or networks, (iv) not to use any robot, spider, scraper or other automated means to access the Websites, and (v) not to assist, encourage or permit any other person to do any of the above things.
3. **Hyperlinks.** If the Websites contain hyperlinks to other third party websites, these links are provided for your convenience only. These hyperlinks will let you leave the Websites. LeaseWeb Global has no control over the contents of said third party websites, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
4. **Copyrights and Database Rights.** The information and materials contained on the Websites are protected by copyright and sui generis database rights. You must not use, copy, modify, transmit, store, publish or distribute the material on the Websites, or create any other material using materials on the Websites, without obtaining the prior written consent of LeaseWeb Global.
5. **Trademarks.** All trade names, logos, brand identities, slogans, service marks, and trademarks appearing on the Websites, are protected by Dutch, Benelux, EU and other (inter)national laws. You are not entitled to use such marks without the prior written permission of LeaseWeb Global.
6. **Patents.** The Websites, products, technology and processes contained in the Websites may be the subject to patents owned by LeaseWeb Global or by third parties. No licence is granted in respect of those intellectual property rights other than as explicitly set out in these terms.

CHAPTER B. LEASEWEB API

7. **Token.** To use the LeaseWeb Self Service API (the “LeaseWeb API”), you must first sign up for a developer account in the Self Service Center. LeaseWeb Global will provide passkey(s) (the “Token(s)”) upon successfully signing up. You are responsible for maintaining the confidentiality of the Token(s). All consequences and losses relating to the use of your token, whether or not you have authorized that use, shall be for your account, including all placed orders and communication conducted with LeaseWeb Global or its affiliates. You must immediately notify LeaseWeb Global if your Token is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.
8. **Licence.** LeaseWeb Global grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable and royalty free right to use the LeaseWeb API to develop, test, and support software (the “API Client Application”) that can access or communicate with LeaseWeb Global’s affiliate’s servers through the LeaseWeb API, and to let your customers use your integration of the LeaseWeb API within your API Client Application. LeaseWeb Global reserves the right to suspend or revoke, in its sole discretion, this license and to prevent you from using all or any portion of the LeaseWeb API without liability on the part of LeaseWeb Global if (i) you act in violation of any of these Terms of Use, or (ii) if any of the LeaseWeb affiliates with whom you have entered into an agreement with for the provision of goods or services notifies LeaseWeb Global that it has suspended the provision of goods or services under such agreement or that such agreement has been terminated.
9. **Unauthorized Access to Website.** You agree not to access or use the LeaseWeb API in any manner that could damage, disable, overburden, or impair LeaseWeb Global’s computer systems or networks.
10. **Non-use of Token.** LeaseWeb Global may terminate or suspend your Token if it is not used for 3 consecutive calendar months.
11. **Discontinuance.** LeaseWeb Global reserves the right to discontinue the LeaseWeb API or any portion or feature thereof for any or no reason and at any time without liability to you. Upon any discontinuance, you must immediately stop and thereafter desist from using the LeaseWeb API.

12. **Security.** Each API Client Application must have adequate protections in order to keep secure and prevent the interception of Tokens or other data communicated through the LeaseWeb API.
13. **Modifications.** LeaseWeb Global reserves the right to release modified versions of the LeaseWeb API and to require you to use the most recent version. If a modification is unacceptable to you, you must remove the implementation of the API from the API Client Application and discontinue use of the Token.
14. **Responsibility.** You are fully responsible for (a) the platforms and operating systems on which your API Client Application is distributed and used, (b) the information, data or instruction sent by the API Client Application through the LeaseWeb API, (c) the development of the API Client Application, and (d) the users of your API Client Application. LeaseWeb Global has no obligation to provide support to users for your API Client Application.
15. **Indemnity.** You will indemnify, defend and hold LeaseWeb Global and its affiliates harmless from any third party claim (including reasonable attorneys' fees) relating to (a) any allegation that the API Client Application or the use thereof infringes the intellectual property rights of any third party; (b) your breach of these Terms of Use.

CHAPTER C. GENERAL

16. **Changes to Terms of Use.** LeaseWeb Global may revise and update these Terms of Use from time to time at its sole discretion. LeaseWeb Global encourages you to check this page from time to time to take notice of any changes LeaseWeb Global has made. Your continued use of the Websites and LeaseWeb API following the posting of revised Terms of Use means that you accept and agree to the changes.
17. **LeaseWeb Products and Services.** These Terms of Use shall only govern your access to and use of the content and functionality offered by the Websites and the LeaseWeb API. You may order goods and services through the Websites or the LeaseWeb API from LeaseWeb affiliates (including LeaseWeb Netherlands B.V., LeaseWeb Deutschland GmbH, LeaseWeb CDN B.V. LeaseWeb Asia Pacific PTE. LTD. and LeaseWeb USA, Inc.), and your order of such goods and services, the provision thereof by the relevant LeaseWeb affiliate, and your use thereof, shall all be governed by a separate agreement between you and the relevant LeaseWeb affiliate. LeaseWeb Global shall not be a party to said separate agreement, and LeaseWeb Global shall not be liable or responsible in any way for the provision or use of the services and/or products under said separate agreement. The Websites and LeaseWeb API may contain tools or features that can be used to communicate with any of these LeaseWeb affiliates regarding goods and services that you have ordered with these LeaseWeb affiliates (including but not limited to providing tools or features for providing instructions to these LeaseWeb affiliates, requesting support, and managing products or services). LeaseWeb Global's involvement with regard to these tools and features shall be limited to enabling communication between you and the relevant LeaseWeb affiliates.
18. **Liability.** In no event shall LeaseWeb Global be liable to you for (i) any loss of profits, contracts or goodwill or any type of special, indirect, consequential or economic loss (including loss or damage suffered as a result of an action brought by a third party) caused by or resulting from any use of the Websites and/or the LeaseWeb API, (ii) any damages or losses caused by or resulting from any downloads obtained from the Websites or any use of any hyper-linked websites, (iii) any damages or losses caused by or resulting from the unavailability of the Websites or LeaseWeb API from time to time or from your inability to use or access the Websites and/or LeaseWeb API, (iv) any damages or losses caused by or resulting from any failure or omission of a LeaseWeb affiliate in connection with the provision of any of the LeaseWeb affiliate's service or products, (v) any damages or losses caused by or resulting loss of data, and (vi) any damages or losses caused by or resulting from any inaccurate, incomplete or unsuitable information and materials communicated on the Websites or through the LeaseWeb API.
19. **Exclusion of Warranty.** Your use of the Websites and LeaseWeb API shall be at your risk and responsibility. Any communication made by you through the Websites and the LeaseWeb API shall count as a communication vis-à-vis a relevant LeaseWeb affiliate. LeaseWeb Global provides each of the Websites and the LeaseWeb API "as is" and "as available" and without any warranty or condition. Without prejudice to the generality of the foregoing, LeaseWeb Global does not warrant that the Websites or LeaseWeb API will operate without interruptions, be timely, secure or error-free, or that the information and materials communicated on the Websites or through the LeaseWeb API are accurate, complete or suitable.
20. **Information.** You represent and warrant that information you have provided and will provide to LeaseWeb Global on the Website and/or through the LeaseWeb API is true, accurate and complete, and that you will update this information in case of a change.
21. **Applicable Law.** These Terms of Use and any dispute or claim arising out of, or related to, them, shall be governed by and construed in accordance with the laws of the Netherlands.
22. **Jurisdiction.** Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the courts of Amsterdam, the Netherlands.

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