

Terms & Conditions

D&V Global B.V. — ARCHIVED VERSION 1.7 | Effective: 16 August 2026 - 26 August 2026 (superseded by Version 1.8 on 27 August 2026)

D&V Global B.V. Effective date: 16 August 2026 | Version 1.7

1. Definitions

In these Terms & Conditions (“Terms“):

“D&V Global”, “we”, “us” — D&V Global B.V., a private limited company incorporated in the Netherlands, registered with the Dutch Chamber of Commerce under number 69819718, VAT number NL858025309B01, with registered office at Microfoonstraat 10, 1322 BN Almere, the Netherlands, also trading as GETSERVERS.NL and SERVERSMART.NL.

“Customer”, “you” — the natural or legal person entering into an Agreement with D&V Global.

“Consumer” — a Customer who is a natural person acting for purposes outside their trade, business, craft, or profession.

“Services” — the services provided by D&V Global under the Agreement, including managed hosting, virtual private servers (VPS), dedicated servers, cloud servers, colocation, infrastructure and migration services, server decommissioning, domain name registration, email services, and related network, storage, and support services.

“Agreement” — the contract between D&V Global and the Customer for the provision of Services, consisting of the order or signed proposal, these Terms, the Acceptable Use Policy, any applicable Service Level Agreement (“SLA”), the Data Processing Agreement where applicable, and any annexes.

“Acceptable Use Policy” or “AUP” — the policy governing permitted and prohibited use of the Services, available at <https://dv-global.nl/acceptable-use-policy/>, which forms an integral part of the Agreement.

“Customer Data” — all data, content, and materials stored, transmitted, or processed by or on behalf of the Customer using the Services.

2. Applicability

2.1. These Terms apply to all offers, quotations, orders, and Agreements relating to the Services, and to all use of the Services.

2.2. Any general terms and conditions of the Customer are expressly rejected and do not apply, unless we have accepted them in writing.

2.3. In the event of conflict between the documents forming the Agreement, the following order of precedence applies: (i) the signed proposal or order confirmation, (ii) the SLA, (iii) the Data Processing Agreement, (iv) these Terms, (v) the AUP — except that the AUP prevails over other documents with respect to permitted and prohibited use of the Services.

2.4. Deviations from these Terms are valid only if agreed in writing.

3. Offers, Orders, and Conclusion of the Agreement

3.1. Unless expressly stated otherwise, quotations remain open for acceptance for 30 days from their date.

3.2. The Agreement is concluded when (i) the Customer accepts an offer through our order process and we confirm the order, or (ii) both parties sign a proposal or contract, or (iii) we commence provision of the Services at the Customer’s request, provided that these Terms and the AUP were supplied to the Customer beforehand and the Customer requested commencement in writing.

3.3. As part of the order process, the Customer confirms acceptance of these Terms and of the Acceptable Use Policy. We record the version of each document accepted by the Customer and the time of acceptance. The order confirmation includes a durable, unalterable copy of the accepted versions of these Terms and the AUP (as an attachment or full text), in addition to links; the activation notice contains links to the accepted versions. By placing an order, signing a proposal, or using the Services, the Customer accepts these Terms and the AUP.

3.4. We may make the conclusion of the Agreement subject to identity verification, creditworthiness checks, or other onboarding checks, and may refuse an order on reasonable grounds, including where the intended use would violate the AUP.

3.5. Obvious errors or mistakes in offers, pricing, or on the website do not bind us.

4. Provision of the Services

4.1. We will provide the Services with due care and skill, in accordance with the Agreement and good industry practice.

4.2. All Services are provided on a best-efforts basis unless a specific service level has been agreed in an SLA. Uptime targets published on our website are design targets, not guarantees, unless confirmed in an SLA.

4.3. We may engage subcontractors and third-party suppliers (including data center operators, carriers, and software vendors) in the provision of the Services. We remain responsible for our subcontractors' performance.

4.4. We may modify the technical implementation of the Services (including hardware, software, and network configuration), provided that the agreed functionality and service levels are not materially reduced.

4.5. Delivery dates are estimates only, unless expressly agreed as firm deadlines in writing.

5. Service Levels and Maintenance

5.1. Specific availability commitments, response times, and remedies (such as service credits) apply only where set out in an SLA agreed with the Customer.

5.2. We may perform planned maintenance that may affect availability. We will announce planned maintenance affecting the Services in advance where reasonably possible, and schedule it outside peak hours where practicable.

5.3. We may perform emergency maintenance without prior notice where required to protect the security, integrity, or availability of our infrastructure. We will inform affected Customers as soon as reasonably possible.

6. Customer Obligations

6.1. The Customer shall provide accurate, complete, and current information when ordering and using the Services, and keep contact and billing information up to date.

6.2. The Customer is responsible for keeping access credentials confidential and secure. All use of the Services through the Customer's account is attributed to the Customer. The Customer shall notify us immediately of any suspected compromise of credentials.

6.3. Unless data backup is expressly included in the ordered Services, the Customer is responsible for maintaining adequate backups of Customer Data.

6.4. The Customer shall keep software operated by the Customer on the Services reasonably up to date and secure, and shall cooperate with reasonable security instructions issued by us.

6.5. The Customer shall use the Services in accordance with the Agreement, the AUP, and all applicable laws and regulations.

6.6. For colocation services, the Customer shall additionally comply with the applicable data center house rules and safety regulations communicated to the Customer.

7. Acceptable Use; Responsibility for Third Parties

7.1. The Acceptable Use Policy forms an integral part of the Agreement. The Customer shall comply with the AUP and shall procure that its employees, contractors, clients, end users, and sub-users ("End Users") comply with it. A violation of the AUP by an End User is treated as a violation by the Customer.

7.2. Customers who resell the Services or provide access to third parties shall impose acceptable-use obligations on those third parties that are at least as protective as the AUP, and shall enforce them.

7.3. In the event of a violation of the AUP attributable to the Customer:

- fees for the affected Services remain payable during any suspension resulting from the violation;
- the Customer is liable for damage suffered by D&V Global as a result of the violation, including reasonable costs of investigation and abuse handling, except where and to the extent liability cannot be attributed to the Customer;
- the indemnification obligations in Section 18 apply to third-party claims arising from the violation.

For Consumers, the foregoing applies only to the extent permitted by mandatory consumer protection law.

7.4. Enforcement measures in response to AUP violations are governed by Sections 6 and 7 of the AUP and by Section 12 (Suspension) of these Terms.

8. Illegal Content — Notice and Action

8.1. To the extent that D&V Global provides hosting services within the meaning of Regulation (EU) 2022/2065 (Digital Services Act), it acts as a provider of hosting services under that Regulation. Notices of allegedly illegal content stored on our infrastructure can be submitted in accordance with the notice-and-action procedure set out in the AUP.

8.2. Our single point of contact for authorities and for notices of illegal content is abuse@dv-global.nl. Communication may be conducted in English or Dutch.

8.3. We do not have a general obligation to monitor Customer Data and do not systematically monitor the content stored or transmitted by Customers.

9. Provisions for Consumers

9.1. This Section 9 applies only to Consumers and prevails over conflicting provisions of these Terms. Nothing in these Terms limits rights that a Consumer has under mandatory law.

9.2. Pre-contractual information. Before a distance Agreement is concluded, we provide the Consumer with the information required by Book 6, Title 5, Section 2b of the Dutch Civil Code, including the main characteristics of the Services, the total price, the duration and termination conditions of the Agreement, and the conditions, time limit, and procedure for exercising the right of withdrawal, together with the model withdrawal form. We confirm the concluded Agreement, including this information, on a durable medium (email) in the order confirmation.

9.3. Right of withdrawal. A Consumer may withdraw from a distance Agreement without giving reasons within 14 days from the day the Agreement is concluded. The Consumer may withdraw by using the online withdrawal function available on our website, by using the model withdrawal form, or by making another unambiguous statement (including by email to office@dv-global.nl). We confirm receipt of a withdrawal without delay on a durable medium.

9.4. Services started during the withdrawal period. Provision of the Services begins during the withdrawal period only at the Consumer's express request, recorded in the order process and stated in the order confirmation. If the Consumer withdraws after having made such a request, the Consumer owes a proportionate amount for the Services provided up to the moment of withdrawal. The right of withdrawal lapses once the Services have been fully performed, provided performance began with the Consumer's prior express consent and acknowledgement — recorded in the order process — that the right of withdrawal is lost upon full performance.

9.5. Exceptions. The right of withdrawal does not apply where an exception under Book 6, Title 5, Section 2b of the Dutch Civil Code applies, including for the supply of digital content not supplied on a tangible medium, where performance has begun with the Consumer's prior express consent and acknowledgement of the loss of the withdrawal right. Domain name registration is initiated only at the Consumer's express request. The consequences of withdrawal, including any proportionate amount payable and whether the service has been fully performed, are determined in accordance with Section 9.4 and applicable mandatory law.

9.6. Refunds. If the Consumer withdraws, we refund all payments received from the Consumer — less any proportionate amount owed under Section 9.4 — without undue delay and at the latest within 14 days after the day we are informed of the withdrawal, using the same means of payment the Consumer used, unless the Consumer expressly agrees otherwise. No fee is charged for the refund.

9.7. Renewal and termination. After the initial term, an Agreement with a Consumer continues for an indefinite

period, and the Consumer may terminate it at any time with a notice period not exceeding one month. The Consumer may terminate the Agreement in at least the same manner as the Agreement was concluded, including through the online cancellation function on our website or in the customer portal.

9.8. Price changes, liability limitations, and enforcement measures apply to Consumers only to the extent permitted by mandatory consumer protection law.

10. Fees and Payment

10.1. All prices are exclusive of VAT and other government levies, unless stated otherwise. For Consumers, prices communicated in the order process include VAT.

10.2. Fees are invoiced in advance for recurring Services and in arrears for usage-based or one-off Services, unless agreed otherwise. Setup fees, where applicable, are invoiced upon order.

10.3. Invoices are payable within 14 days of the invoice date, unless agreed otherwise, by the payment method specified in the order process or invoice.

10.4. If the Customer fails to pay on time, the Customer is in default after expiry of a reminder period of at least 14 days. From the moment of default, statutory interest applicable to consumer or commercial transactions, as the case may be, and reasonable collection costs are payable in accordance with Dutch law.

10.5. We may suspend the Services for non-payment in accordance with Section 12. Business Customers may not suspend payment or set off amounts without our written consent.

10.6. We may adjust recurring fees once per calendar year with at least 30 days' prior written notice. A Consumer may terminate the Agreement as of the date any fee increase takes effect, by notice given before that date.

10.7. Invoices are provided electronically. Depending on the billing system, an invoice is either sent to the Customer by email or made available in the customer portal. Where an invoice is made available in the customer portal, we may additionally send a notification, secure link, or copy through communication channels selected by the Customer and supported by us; failure of such an additional notification does not affect the validity or issued status of an invoice made available in the portal. By entering into the Agreement, the Customer accepts electronic invoicing; acceptance may also be evidenced by tacit agreement, including the processing or payment of an electronically received invoice. The Customer may at any time object in writing and request invoices on paper. This Section is effective for Agreements concluded on or after 16 August 2026. For existing Agreements, this Section takes effect on the date stated in the notice issued under Section 20.1, not earlier than 30 days after that notice, unless the Customer accepts it earlier (including by tacit acceptance as described above).

11. Term, Renewal, and Termination

11.1. The Agreement is entered into for the initial term stated in the order. Unless agreed otherwise, the initial term for recurring Services is 12 months.

11.2. For business Customers, after the initial term the Agreement is renewed for successive periods equal to the initial term (or for an indefinite period if so agreed), unless terminated by either party with at least one month's written notice before the end of the then-current term. For Consumers, Section 9.7 applies.

11.3. Either party may terminate the Agreement with immediate effect by written notice if the other party:

- materially breaches the Agreement and fails to cure the breach within 14 days of written notice (where cure is possible);
- is declared bankrupt, is granted suspension of payments, or ceases business operations.

11.4. We may terminate the Agreement with immediate effect in the cases of serious AUP violations described in the AUP, including illegal content, sanctions violations, and attacks on network integrity.

11.5. Upon termination: (i) access to the Services ends on the effective date of termination; (ii) upon the Customer's request made within 14 days after the effective date of termination, we will make a reasonable effort to allow retrieval of Customer Data during that 14-day period, irrespective of the ground for termination, except where and to the extent that (a) retrieval is prohibited by law or by an order of a competent authority, (b) the data concerned is manifestly illegal, (c) retrieval would create an imminent security risk, or (d)

preservation of the data is technically impossible; (iii) thereafter, Customer Data is deleted in accordance with our Data Destruction Policy.

11.6. Amounts owed for Services provided before termination remain payable. Prepaid fees for periods after termination are not refunded, except where termination results from our uncured material breach or where mandatory consumer law provides otherwise.

12. Suspension

12.1. We may suspend or restrict the Services, in whole or in part, only where there are objective grounds, including:

- payment default after the reminder period in Section 10.4 has expired;
- a violation of the AUP or a serious security risk emanating from the Customer's use;
- a binding order of a competent court or authority;
- an imminent threat to the security, integrity, or availability of our infrastructure or the services of other customers.

12.2. Any suspension shall be proportionate to the ground giving rise to it, limited where reasonably possible to the affected part of the Services, and lifted without undue delay once the ground has been remedied.

12.3. Except in urgent cases (including ongoing attacks, distribution of malware, child sexual abuse material, or where notification is prohibited by law or would frustrate an investigation), we will give the Customer prior notice of suspension, stating the reasons and, where applicable, a reasonable period to remedy the issue. In urgent cases, we will notify the Customer with reasons as soon as reasonably possible after suspension.

12.4. Suspension does not relieve the Customer of its payment obligations where the suspension is attributable to the Customer.

13. Data Protection and Confidentiality

13.1. Each party shall comply with applicable data protection law, including the GDPR. Where we process personal data on behalf of the Customer in the course of providing the Services (the Customer acting as controller, or as processor for its own clients, and D&V Global as processor), our standard Data Processing Agreement forms an integral part of the Agreement, unless the parties have executed an individually negotiated data processing agreement, in which case that agreement prevails.

13.2. Our processing of personal data as a controller (e.g. account and billing data) is described in our Privacy Policy.

13.3. Each party shall keep confidential all non-public information of the other party obtained in connection with the Agreement, and use it only for the performance of the Agreement. This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law or a competent authority. This obligation survives termination of the Agreement for a period of five years; for personal data, access credentials, and trade secrets, it survives for as long as the information remains confidential or protection is required by applicable law.

14. Intellectual Property

14.1. All intellectual property rights in the Services, our infrastructure, software, documentation, and website remain vested in D&V Global or its licensors. The Customer receives a non-exclusive, non-transferable right to use the Services for the duration of the Agreement.

14.2. All rights in Customer Data remain vested in the Customer or its licensors. The Customer grants us a limited licence to store, transmit, and process Customer Data solely as necessary to provide the Services.

14.3. Third-party software provided as part of the Services may be subject to the applicable third-party licence terms, which will be made available to the Customer.

15. Warranties and Disclaimers

15.1. We warrant that the Services will be provided with reasonable care and skill. Except as expressly set out in the Agreement, the Services are provided "as is", and we do not warrant that the Services will be uninterrupted or error-free, or that all defects will be corrected.

15.2. We are not responsible for the content of Customer Data, for services or products supplied by third parties not subcontracted by us, or for failures caused by the Customer's own hardware, software, configuration, or connectivity.

15.3. For Consumers, statutory conformity rights remain unaffected.

16. Liability

16.1. For business Customers, our liability under or in connection with the Agreement is limited to direct damages, and our total aggregate liability for all events in each contract year shall not exceed the lower of (i) the total fees paid by the Customer for the affected Services in the 12 months preceding the first event giving rise to liability, and (ii) EUR 50,000. A series of related events counts as one event.

16.2. For business Customers, liability for indirect or consequential damages — including lost profit, lost revenue, lost savings, business interruption, loss of goodwill, and loss or corruption of data (except where caused by our failure to perform an expressly agreed backup obligation) — is excluded.

16.3. Nothing in these Terms limits or excludes liability for damages resulting from intent or deliberate recklessness of D&V Global or its management, for death or personal injury caused by our negligence, or for any other liability that cannot be limited or excluded under mandatory law. For Consumers, the limitations in this Section apply only to the extent permitted by mandatory law.

16.4. Any claim for damages must be notified to us in writing without undue delay, and in any event within 12 months after the Customer became aware, or reasonably should have become aware, of the damage, failing which the claim lapses. This time limit does not apply to Consumers.

17. Force Majeure

17.1. Neither party is liable for failure to perform its obligations (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including power or cooling failures at data center level not attributable to us, failures of upstream networks or carriers, distributed denial-of-service attacks, acts of government, war, terrorism, civil unrest, natural disasters, pandemics, strikes, and failures of suppliers that could not reasonably have been prevented.

17.2. If a force majeure situation lasts longer than 30 consecutive days, either party may terminate the affected part of the Agreement with written notice, without liability for damages. Prepaid fees for Services not provided after such termination will be refunded pro rata.

18. Indemnification

18.1. The business Customer shall indemnify and hold D&V Global harmless against third-party claims, and related damages, fines, and reasonable costs (including legal fees), to the extent the claim arises from (i) Customer Data, (ii) the Customer's or its End Users' use of the Services in violation of the Agreement, the AUP, or applicable law, or (iii) infringement of third-party rights by the Customer or its End Users. This indemnity does not apply to the extent the claim results from a breach of the Agreement, or from negligence or intentional misconduct, on the part of D&V Global. We will notify the Customer of any such claim without undue delay; the Customer controls the defence and settlement of the claim, with our reasonable cooperation at the Customer's expense, provided that no settlement that admits liability on our part or imposes obligations on us may be concluded without our prior written consent, not to be unreasonably withheld.

18.2. We shall indemnify the Customer against third-party claims that the Services as provided by us infringe intellectual property rights valid in the European Union, provided the Customer promptly notifies us of the claim and leaves the defence and settlement to us. This indemnity does not apply to infringements caused by Customer Data, by use in violation of the Agreement, or by combinations with items not supplied by us.

19. Sanctions and Export Control

19.1. Each party shall comply with applicable trade and economic sanctions and export control laws and regulations, including those of the European Union, the United Nations, and the Netherlands, and — to the extent applicable to D&V Global, the Customer, the transaction, or the provision of the Services — those of other jurisdictions such as the United Kingdom and the United States.

19.2. The Customer represents that neither it nor any of its beneficial owners is a designated party under

applicable sanctions regimes, and that the Services will not be used for the benefit of designated parties or in violation of applicable sanctions or export control law. We reserve the right to verify compliance, to request reasonable supporting information, and to refuse, suspend, or terminate the Services where required by applicable sanctions law.

20. Changes to These Terms

20.1. We may amend these Terms and the AUP. Material amendments will be announced at least 30 days before they take effect, by email to the Customer's registered address or through the customer portal.

20.2. If a material amendment objectively worsens the Customer's position, the Customer may terminate the Agreement as of the date the amendment takes effect, by written notice given before that date. Amendments required by law, and amendments that do not disadvantage the Customer, may take effect immediately and do not give rise to this termination right.

21. Miscellaneous

21.1. The Customer may not assign or transfer the Agreement or any rights under it without our prior written consent, which shall not be unreasonably withheld. We may assign the Agreement in connection with a merger, acquisition, or transfer of business, provided the level of service is not reduced.

21.2. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be replaced by a valid provision that most closely reflects its purpose.

21.3. Our failure to enforce any provision is not a waiver of that provision.

21.4. Notices under the Agreement shall be given in writing, including by email to the addresses stated in the Agreement or in Section 23. A Consumer may in any event give notices — including withdrawal and termination — in at least the same manner as the Agreement was concluded, in accordance with Sections 9.3 and 9.7.

22. Governing Law and Jurisdiction

22.1. The Agreement is governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

22.2. Disputes shall be submitted exclusively to the competent court of the district of Midden-Nederland, the Netherlands. A Consumer may, within one month after we invoke this clause in writing, choose the court that is competent under the applicable statutory rules.

23. Contact

D&V Global B.V. Microfoonstraat 10, 1322 BN Almere, the Netherlands Chamber of Commerce (KvK): 69819718 | VAT: NL858025309B01 Phone: +31 368 45 16 55 General and billing: office@dv-global.nl Technical support: support@getservers.nl Abuse and illegal content notices: abuse@dv-global.nl

Related documents: [Acceptable Use Policy](#) · [Privacy Policy](#) · [Data Processing Agreement](#) · [Data Destruction Policy](#) · [Cookie Policy](#)