

# ZITECRAFT

Make a website. Lightning fast.

## Terms & Conditions

When using ZITECRAFT on the website [www.zitecraft.com](http://www.zitecraft.com) you agree with these Terms and Conditions. ZITECRAFT reserves at all times the right to modify the Terms and Conditions with or without notice.

### Article 1 - General

1.1 These terms & conditions apply to all services provided by ZITECRAFT even if the services concerned are not further described in this document. Deviations from these conditions are possible if both parties have agreed on this in writing.

### Article 2 - Establishment of the agreement

2.1 An agreement between ZITECRAFT and the customer is established via email or after payment by the customer of the first invoice.

### Article 3 - Implementation of the agreement

3.1 ZITECRAFT will execute the agreement to the best of its ability: provide the client a website that meets the requirements of this time.

### Article 4 - Amendments to the agreement

4.1 If during the execution of the agreement additional work is required by the customer this can be assessed by ZITECRAFT as additional work which can be agreed upon via an additional or separate agreement.

### Article 5 - Duration of the agreement

5.1 The agreement is valid for a period of one year.

5.2 The duration of the contract is automatically renewed after the first year for a period of one month in the case of automatic payment each month. In the case of payment per year, the agreement is extended with one year. No refund is paid for (interim) termination payment in advance per year.

### Article 6 – Rates & pricing

6.1 The customer owes ZITECRAFT fees for purchased services / products purchased in accordance with the established rates / prices. All amounts are stated in dollars & euros, excluding VAT.

6.2 ZITECRAFT is authorized to raise tariffs for the services / products by a written notification to the customer and taking into account a period of at least 4 weeks. Rates and prices may be changed up to four times a year.

#### Article 7 - Payments

7.1 The customer is obliged to pay in advance for ZITECRAFTs services every month/year.

7.2 Payments of invoices sent by ZITECRAFT must be paid within 14 days, unless otherwise agreed in writing. Objections to the amount of the invoices shall not suspend the payment obligation. The customer is not permitted to offset or deduct any amount of what the customer owes ZITECRAFT.

7.3 If the customer does not pay within the agreed period ZITECRAFT is entitled to temporarily suspend the service due amounts resulting in (temporary) taking offline the website (s) purchased by the customer.

#### Article 8 - Suspension and termination of contract

8.1 ZITECRAFT is authorized to suspend the agreement with immediate effect or to terminate the agreement without judicial intervention, with immediate effect if the customer:

- a. does not or not fully comply with its obligations under the agreement.
- b. uses website(s) provided by ZITECRAFT for distributing pornographic content or any illegal content.

8.2 The customer can terminate the agreement via email at all times taking into account a 30 day notice period. Fees paid in advance will not be refunded.

#### Article 9 - Liability

9.1 ZITECRAFT is not liable for the consequences of any of the delivered website(s) downtime due to:

- Blackouts
- (DDOS) attacks of hackers on the servers of ZITECRAFT
- Outages on facebook.com

9.2 Liability of ZITECRAFT for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption, is expressly excluded.

#### **Privacy Policy**

ZITECRAFT does not share any client information with third parties. Payment information like credit card information is stored in a very secure way by our payment service provider <https://www.mollie.com>

