Terms of Service

1. Definitions
    a. Client: the natural or legal entity with whom the agreement to supply products and services from Sincere Networks B.V. is concluded.
    b. Services from Sincere Networks B.V.: every assignment to be delivered or that has been delivered by the supplier based on the agreement, as well as all materials and results produced that are intended for consumers.
    c. Agreement: each mutual acceptance (financial transaction/verbal agreement), confirmed in writing or by electronic mail, to supply one or more of the products or services from Sincere Networks B.V.
2. Relevance
    a. Unless otherwise mutually agreed between parties in writing, the articles below apply to every offer, order, or agreement from or with Sincere Networks B.V.
    b. General terms and conditions from clients and third parties are not binding on and do not apply to Sincere Networks B.V.
3. Offer and acceptance
    a. All quotations and price indications by or on account of Sincere Networks B.V. are without obligation, unless specified otherwise by Sincere Networks B.V. in writing or by electronic mail.
    b. Offers and quotations made by Sincere Networks B.V. are valid for 14 days unless specified otherwise
4. Start of the agreement
    a. An agreement comes into force on the day on which the following conditions are fulfilled: The ordering system on the website (sincere.cloud) is complete and the client has credited the payment to the financial account of Sincere Networks B.V.
    b. Parties are free to use other methods to demonstrate that the agreement has come into force.
    c. Additions and amendments to the agreement must only be made in writing or by electronic mail.
5. Duration and termination
    a. The agreement is entered into for an undetermined period.
    b. The agreement may be dissolved 30 days before the end of a period.
    c. Sincere Networks B.V. may end the agreement with immediate effect if the client fails to comply with one or more of his obligations toward Sincere Networks B.V., or fails to comply adequately or fully, or if he acts in violation of the agreement.
    d. Sincere Networks B.V. is entitled to terminate the agreement without notice or judicial intervention if the client is declared bankrupt, has requested, or obtained suspension of payment, or is no longer in free control of his assets in some other way. In such cases, the latter party will have no right to compensation.
    e. Sincere Networks B.V. is entitled to terminate the agreement with immediate effect and without judicial intervention if:
        i. Client makes improper use of internet
        ii. Client disseminates information that conflicts with national or international laws and regulations
        iii. Client disseminates information that conflicts with generally accepted standards and values
        iv. Client disseminates information that is discriminatory with regards to appearance, race, gender, culture, or ethnicity or that can be deemed offensive in any other way.
6. Delivery and delivery time
    a. The installation of a dedicated server will take place within 2 working days after the start of the agreement, provided that all hardware is in stock
    b. If there is a risk that the agreed delivery time will be exceeded, this will be communicated as early as possible. In the event of force majeure on part of Sincere Networks B.V., the deadline will be extended according to the duration of the force majeure. Excessive failure to observe delivery times may be regarded as grounds of dissolving the agreement.
7. Force majeure
    a. In terms of the agreement, force majeure is understood to mean everything relating to it as understood in terms of law and jurisprudence.
    b. Sincere Networks B.V. will not be held to its obligations arising from this agreement if it is not possible to fulfill them as a result of force majeure. The agreement will then be dissolved.

Sincere Networks B.V.
Bapor Kibrá z/n (The Beach House Unit A)
+599 9 788 8080 – info@sincere.cloud

Page 1 of 3

Version: 2021-12-01

8. Prices
   a. All prices specified on this site, as well as any agreed prices, exclude sales tax unless specified otherwise.
   b. Sincere Networks B.V. is entitled to change the tariffs. These changes will be made known to the clients at least one month before they take effect. The clients will be entitled to terminate the contract on the date on which the change takes effect.

9. Payment conditions
   a. The client's obligation to provide payment begins on the day on which the agreement takes effect. The payment relates to the period that begins on the day on which the products and services of Sincere Networks B.V. are actually made available.
   b. The remuneration that is due on account of the agreement excludes sales tax and other taxes that are the result of statutory regulations. The client also owes the remuneration that results from these conditions.
   c. Depending on the date on which the agreement takes effect, the cost owed will be billed for payment in advance and must be settled in advance by invoice on a monthly basis. If this is not done, Sincere Networks B.V. retains the right to halt the service (temporarily). Remuneration for other costs must be settled on advance on a monthly basis. Any reactivation will entail an amount of USD 100 excluding sales tax.
   d. Sincere Networks B.V. shall send the client an invoice for the costs related to the agreement on each payment date.
   e. If the client has not paid on time, this will be communicated to the client and further payment date will also be specified. If payment is again not made within this deadline, the client will be in default without further notice.
   f. If the client believes that the invoiced costs are incorrect, the client may raise his objections with Sincere Networks B.V. within two weeks of the invoice date. In receipt of the objection, Sincere Networks B.V. will examine the accuracy of the invoiced amount.
   g. The client will be in default from the time at which the remuneration that is due has not been settled with Sincere Networks B.V. due to the fault of the client.
   h. If due amounts are not received due to the fault of the client, the service for the account will be removed by Sincere Networks B.V. and additional costs could be billed.

10. Intellectual property rights
    a. Client must respect the intellectual property rights with regards to protected software and/or other works and shall protect Sincere Networks B.V. against any claim.
    b. Sincere Networks B.V. respects intellectual property including but not limited to trademarks and copyrights. Sincere Networks B.V. reserves the right to disable access to rented out services if according to an intellectual property right proprietor a client infringes intellectual property.

11. Retention of property
    a. The material produced by Sincere Networks B.V. is and shall remain property of Sincere Networks B.V.
    b. The material installed by the client for colocation services is and shall remain the property of the client.

12. Liability
    a. Sincere Networks B.V. offers unmanaged services. The activities of Sincere Networks B.V. depend on the cooperation, services, and deliveries of third parties, over which Sincere Networks B.V. has little to no influence. Therefore, Sincere Networks B.V. may not be deemed liable in any way for any loss that results from the relationship with Sincere Networks B.V. or the severance thereof, irrespective of whether the loss arises or becomes visible during the relationship with Sincere Networks B.V.
    b. In the event of liable short comings in the fulfillment of the agreement, Sincere Networks B.V. will be liable only for alternative compensation, i.e. compensation of the value of the performance that was lacking. All liability on the part of Sincere Networks B.V. for any other form of loss is excluded; this includes supplementary compensation in any form, compensation for indirect loss or consequential damage, or loss as a result of lost sales or profit.
    c. The client shall safeguard Sincere Networks B.V. against all claims for compensation that may be raised by third parties with regard to losses that have been incurred in any way through the wrongful or improper use of products and services supplied to the client by Sincere Networks B.V.
    d. Considering the large number of points of interaction involving human input on the Internet, and the use of local networks and wireless communication, it must be remembered that information obtained or sent via the Internet is freely accessible. Sincere Networks B.V. cannot be held liable for loss in any form, nor for the safeguarding or misuse by third parties of data that is stored.
    e. Sincere Networks B.V. is not responsible or liable for the content of promotional material supplied by the client.
    f. The client is liable for all losses that maybe incurred by Sincere Networks B.V. as a result of a shortcoming on the part of the client in the fulfillment of the obligations arising from the agreement and these conditions.
    g. The client must notify Sincere Networks B.V. directly in writing of any changes to the client's details. Should the client not do so, the client is liable for any loss incurred by Sincere Networks B.V. as a result of this.

Sincere Networks B.V.
Bapor Kibrá z/n (The Beach House Unit A)
+599 9 788 8080 – info@sincere.cloud

Page 2 of 3

Version: 2021-12-01

13. Transfer of rights and obligations
    a. Parties are not entitled to transfer their rights or obligations arising from an agreement to third parties without prior written consent from the other party.
14. Decommissioning
    a. Sincere Networks B.V. is entitled (temporarily) to decommission delivered products and services and/or to restrict their usage if the client does not fulfill one or more obligations relating to the agreement toward Sincere Networks B.V., or if he is in conflict with these General Terms and Conditions. Sincere Networks B.V. shall notify the client of this in advance, unless it is not reasonable to require this of Sincere Networks B.V. The obligation to pay the owed amounts will also continue to apply during the decommissioning period.
    b. Service will be resumed if the client has fulfilled his obligations within a period specified by Sincere Networks B.V. and has paid a relevant specified amount for resumption of service.
15. Complaints
    a. With regard to observable defects, the client must make a complaint in writing at the most 8 days after delivery; should he fail to do so, all claims against Sincere Networks B.V. will lapse.
    b. Complains relating to invisible defects must be made in writing by means of a signed letter within 8 days of the point at which the defect was identified, could have been identified, or should have been identified. Should this not be done, then all claims against Sincere Networks B.V. will lapse.
    c. If the complaint is justified, the supplied products or services will be amended, replaced, or reimbursed, after consultation.
    d. A complaint does not suspend the client's obligations.
16. Changes to the terms and conditions
    a. Sincere Networks B.V. retains the right to change or supplement these Terms and Conditions.
    b. Changes will also apply to agreements that have already been concluded, with due observance of a period of 30 days after written notification of the change.
17. Settlement of disputes and applicable law
    a. If a court ruling declares one or more articles of these confitions to be invalid, the other stipulations of the general confitions will remain in full furce. Sincere Networks B.V. and the client shall conslt on new stipulations, whereby consideration shall be given, wherever possible, to the goal and scope of the invalid or cancelled stipulations.
    b. The agreement is subject exclusively to the law of Curaçao.
18. Network
    a. Customer shall not be entitled to use the products and or services for the purpose of operating "Content Delivery Network" (CDN) and/or "Streaming Media Services" except with Sincere Network B.V.'s prior written consent, which consent may be granted or withheld at Sincere Networks B.V.'s sole discretion.
19. Balance
    a. Client can deposit balance on the account. The balance can be used to pay invoices. Balance cannot be withdrawn.
20. Mining
    a. Using Sincere Networks B.V.'s services for mining purposed (i.e. for cryptocurrencies) is prohibited, except with Sincere Networks B.V.'s written consent.

Sincere Networks B.V.
Bapor Kibrá z/n (The Beach House Unit A)
+599 9 788 8080 – info@sincere.cloud

Page 3 of 3

Version: 2021-12-01