# Conditions for using the weather website mijneigenweer.nl.

Below you will find the conditions that apply to the use of the weather websites on www.mijneigenweer.nl When using the weather website, which is hosted via Weerhuisje.nl, the user indicates that he/she is familiar with and agrees with the terms of this agreement.

# Purpose of the agreement

Clarification of responsibilities of the parties involved.

#### **Article 1: Parties and definitions**

**Weerhuisje.nl** (or Weerhuisje): owner of the weather websites www.mijneigenweer.nl, www.mijneigenweer.be and www.myownweather.eu makes web space available for hosting your own weather websites, hereinafter referred to as the weather website hosting service. Weerhuisje.nl is part of Aageka webshops located Oranjekanaal ZZ 23 in Hijken. Chamber of Commerce number 54566088.

**User**: A natural person or company accepted by Weerhuisje.nl who has accepted the conditions for the use of the weather website, made available by Weerhuisje.nl.

**Commencement Date**: Date on which the weather website hosting service is made available to the User.

**Eligibility Period**: Year (or years) prior to renewal date.

Renewal date: Commencement date plus any full year of participation.

## **Article 2: Use of the hosting service**

- 2.1 The weather website hosting service is maintained by Weerhuisje.nl to the best of its ability. The web space required for this will be allocated to a professional web host.
- 2.2 Weerhuisje.nl cannot be held liable for the failure of the weather website hosting service. Weerhuisje.nl will do everything in its power to prevent failure or to have it as short as possible.
- 2.3 In those cases where the weather website hosting service uses embedded content from other websites, integrated advertisements may be displayed.
- 2.4 The user cannot in any way claim compensation for damage, of any nature whatsoever, arising from the use of the weather website hosting service.

### **Article 3: Extension of participation**

- 3.1 The first year of use of the weather website hosting service is included in the price of the relevant purchased and relevant product.
- 3.2 About 6 weeks before the end of the Participation Period, the User will receive an announcement by e-mail with the date of the end of the Participation Period. A reminder email will be sent a few days before the end of the Participation Period, if no extension has been purchased yet.

- 3.3 In the aforementioned email(s), the User is referred to the item to be ordered for extending the Participation Period.
- 3.4 If the user does not agree to the aforementioned extension, Weerhuisje will place the user's weather website on (partially) inactive. If the User has not purchased an extension of the service after 60 days from the renewal date, Weerhuisje will completely remove the User's weather website and the agreement between the user and Weerhuisje.nl will be dissolved.

## **Article 4: Posting content**

- 4.1 User shall not publish or offer any information via the weather website hosting service that is contrary to Dutch law. This includes in particular, but not limited to, information that is provided without the permission of the copyright holder(s), information that is defamatory, threatening, abusive, racist, hate speech or discriminatory, information that contains child pornography, and information that violates the privacy of third parties or form of stalking, as well as hyperlinks, torrents or other references to such information on third party websites anywhere in the world (even where the information would be legal in the relevant jurisdiction).
- 4.2 Weerhuisje.nl will handle complaints from third parties if, in their opinion, there is such a conflict as referred to in Article 4.1. If, in the opinion of Weerhuisje.nl, a complaint is justified, Weerhuisje.nl is entitled to remove the material or make it inaccessible. In that case, Weerhuisje.nl is also entitled to provide personal data of the User to a reporter or to the competent authorities. Weerhuisje.nl will inform the User about the progress of this procedure.
- 4.3 In the event of potentially punishable information, Weerhuisje.nl is entitled to report this. Weerhuisje.nl can hereby provide all relevant information about the User and hand over the information to the competent authorities and perform all other actions that these authorities request Weerhuisje.nl to perform in the context of the investigation.
- 4.4 In the event of repeated (well-founded) complaints about the information provided by the User, Weerhuisje.nl is entitled to terminate the provision of web space.
- 4.5 The user indemnifies Weerhuisje.nl against all damage as a result of the above. Weerhuisje.nl is not liable for any damage whatsoever suffered by the User due to an intervention by Weerhuisje.nl in the context of the complaint procedure, even if the complaint turns out to be unjustified and the information does not conflict with Dutch law.
- 4.6 The User shall refrain from hindering other Users or internet users or causing damage to the servers. The User is prohibited from starting processes or programs, whether or not via the server, of which the User knows or can reasonably suspect that this will hinder or damage Weerhuisje.nl, other Users or internet users. It is strictly forbidden to add or remove any form of code from pages. Weerhuisje.nl will inform the User of any measures.
- 4.7 The user will adhere to the generally accepted rules of conduct on the internet as laid down in RFC1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and any future amendments thereto.
- 4.8 Without permission from Weerhuisje.nl, the User is prohibited from transferring the user name or user names and password or passwords provided by Weerhuisje.nl to third parties.
- 4.9 Weerhuisje.nl can set a maximum on the amount of storage space or data traffic per month that the User may use in the context of the Weerwebsite hosting service. If this maximum is exceeded,

Weerhuisje.nl is authorized to charge an additional amount, in accordance with the amounts for additional data traffic stated on the Website. There is no liability for the consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been reached.

- 4.10 The User hereby grants Weerhuisje.nl an unlimited license to distribute, store, pass on or copy all materials distributed by the User via the systems of Weerhuisje.nl in any manner deemed appropriate by Weerhuisje.nl, but only insofar as this is reasonably necessary for the fulfillment of the Agreement by Weerhuisje.nl.
- 4.11 In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points is at the expense of the User.

# **Article 5 Changes and Termination**

- 5.1 User can stop purchasing the weather website hosting service at any time. There are no costs associated with this for the User. The user will inform Weerhuisje in writing (e.g. via email) of the termination of the agreement. Weerhuisje will ensure that all content regarding the user's weather website on www.mijneigenweer.nl is removed as soon as possible.
- 5.2 Weerhuisje is entitled at any time, for whatever reason, to terminate the weather website hosting service. The User will be notified of the termination by Weerhuisje.nl. The User cannot in any way claim compensation for damage, of any nature whatsoever, resulting from the discontinuation of the weather website hosting service. If Weerhuisje decides to a planned termination of the weather website hosting service, Weerhuisje will inform the user of this in writing as soon as possible. Weerhuisje will make every effort to notify the user of a planned termination of the weather website hosting service at least one year before the actual termination.
- 5.3 Weerhuisje does its utmost to present the weather site content as optimally as possible. Weather website content can be modified, supplemented or removed at any time by Weerhuisje and without prior notice.
- 5.4 The agreement can be adjusted by Weerhuisje at any time. Changes to the Terms of Use of the weather website will be posted on this page and will normally take effect 14 days after posting, except for changes due to legal reasons, which will take effect immediately. Changes will not be applied retroactively. If the user does not agree with the amended conditions in the agreement, he must immediately stop using the weather website hosting service. The user will immediately inform Weerhuisje of this.