

VIKEN-NTW - General Terms and Conditions

Version 1.0 - launch version

Last updated: 24 July 2026

1. Identity and applicability

These general terms and conditions apply to offers, assignments, subscriptions and services of:

Viken-WHB, trading under the trade name VIKEN-NTW

Legal form: sole proprietorship

Chamber of Commerce registration number: 81074662

VAT identification number: NL031379138B01

Address: Vogelwikke 11, 6026 AK Maarheeze, the Netherlands

Website: <https://viken-ntw.com>

Email: contact@viken-ntw.com

These terms are primarily written for business customers, entrepreneurs, practices, associations and non-profit organisations. Where VIKEN-NTW enters into an agreement with a consumer, mandatory consumer protection rules apply in addition. Any provision that conflicts with such mandatory rules does not apply to that consumer, or applies only insofar as legally permitted.

Deviations apply only where agreed in writing or digitally. A quotation, order confirmation, package description, service level agreement or data processing agreement may contain additional or deviating arrangements. In the event of conflict, the more specific arrangement prevails.

2. Services

VIKEN-NTW provides services including in relation to:

- domain registration, domain management, DNS and Cloudflare configuration;
- business email, Microsoft 365 and Google Workspace;
- cloud storage, user management, roles, permissions and MFA;
- websites, hosting, forms, quizzes and intake flows;
- calendars, appointments, CRM, customer communication and automation;
- support, management, reporting and advisory services;
- privacy and security support and data processing documentation;
- WhatsApp, SMS, telephony, browser-based video calling, communities and customer portals;
- social media planning, booking calendars, brand boards and email marketing;
- other modules and functionality stated in the quotation or package description.

Packages may include Goodwill Anchor, Viken Essentials, Viken Sovereign and Viken Compliant Pro. The current quotation or package description determines what is included for the customer.

Monitoring, sector-specific or EHR integrations, AI flows, custom software, full website development, custom design and extensive copywriting are only included where expressly stated.

3. Quotation, application and agreement

A quotation is valid for 30 days unless another period is stated in the quotation.

An agreement is formed as soon as:

- the customer accepts a quotation or order confirmation in writing or digitally;
- the customer pays a payment request or first invoice; or
- VIKEN-NTW begins performance with the customer's consent.

VIKEN-NTW may refuse an application where the assignment is unsuitable, unsafe, legally irresponsible, technically infeasible or organisationally impracticable. An application, intake or early access registration does not oblige VIKEN-NTW to accept the assignment.

Before acceptance, the customer checks the scope, prices, duration, licences and dependencies.

4. Scope and changes

Only work and deliverables expressly stated in the quotation, order confirmation, package description or supplementary agreement fall within the assignment.

Work outside scope will be:

- quoted separately in advance; or
- performed after approval at the hourly rate applicable at that time.

Where no hourly rate has been agreed, a price or estimate is provided in advance. VIKEN-NTW does not perform material additional work without reasonable approval, except where immediate action is necessary to limit a serious security risk or further damage. In that case, VIKEN-NTW informs the customer as soon as possible.

Changes in scope, user numbers, data volume, integrations, risks, compliance requirements or suppliers may affect planning and price.

5. Prices and VAT

Prices for business customers are stated excluding VAT unless expressly indicated otherwise. Consumers are shown or confirmed prices including legally applicable VAT.

Website prices are starting prices. The final price is determined after intake and recorded in the quotation, order confirmation or checkout.

External licences, usage costs and supplier charges are not included unless expressly stated otherwise. This includes, among others, Microsoft, Google, HighLevel, hosting, premium plug-ins, email usage, SMS, telephony, WhatsApp, AI, video, payment providers and other external services.

Usage costs may be passed through separately or may fall under an explicitly described fair use policy. Where fair use is not stated, unlimited usage does not apply.

6. Domains

Where included in the package, one standard basic domain may be included. This may include common local extensions such as .nl, .be or .de, insofar as registration is available and can take place at a normal supplier rate.

.com, .co.uk, premium domains, reserved names, transfers, auctions and special extensions may be charged separately.

A domain name remains subject to the rules of the registry, registrar and any third-party rights holders. VIKEN-NTW cannot guarantee availability or continued registration where this is prevented by a third party, incorrect customer information, payment arrears or a registry rule.

7. Subscriptions and annual payment

Unless otherwise agreed, a package may be purchased monthly or annually.

Monthly subscription:

- invoiced monthly in advance;
- automatically renews for one month at a time;
- may be terminated with one calendar month's notice.

Annual subscription:

- entered into for twelve months and invoiced in advance;
- where offered in the quotation or checkout, provides a discount equal to one month of the applicable monthly rate, meaning the customer pays eleven monthly amounts for twelve months of service;
- automatically renews for twelve months after the initial term unless terminated at least one month before the end date.

For consumers, a subscription that is tacitly renewed after the initial fixed term may be terminated in accordance with mandatory consumer protection rules. Where the law requires a shorter or more flexible termination option, that statutory rule prevails.

A founder, early access or introductory rate applies only under the specifically recorded conditions. Entitlement to such a rate may cease upon termination, late payment, a material package change or switching, unless otherwise agreed.

8. Price changes

VIKEN-NTW may index or adjust rates once per calendar year due to inflation, changed supplier costs, taxes, currency movements, legislation, security requirements or a changed service scope.

A regular price change is announced at least 30 days in advance. For an ongoing prepaid annual subscription, the change will in principle only take effect at the next renewal, unless it results directly from taxes, legislation or an external supplier and postponement is not reasonably possible.

A customer that does not accept a material, previously unagreed price increase may terminate as of the effective date of the increase, except for unavoidable external costs that are passed through separately.

9. Invoicing and payment

Subscriptions are invoiced in advance. Projects and setup work are normally invoiced 50% on assignment and 50% before or upon delivery, unless the quotation states otherwise.

The payment term is 14 days from the invoice date.

In the event of late payment, VIKEN-NTW may:

- send a reminder and notice of default;
- charge statutory commercial interest or, for consumers, the applicable statutory interest;
- charge reasonable extrajudicial collection costs insofar as legally permitted;
- suspend work, support, sending services, hosting or access after the customer has been reasonably warned;
- terminate the agreement where payment remains structurally outstanding.

Suspension does not release the customer from the payment obligation. Costs or damage caused by suspension due to attributable default by the customer are borne by the customer insofar as legally permitted.

Setup, migration or project work already performed is not refunded. On cancellation, settlement is based on work performed, costs incurred, capacity reserved and non-cancellable supplier commitments. Statutory withdrawal and refund rights remain applicable to consumers.

10. Performance and cooperation

VIKEN-NTW performs the assignment with due care and to the best of its knowledge. Unless a result has expressly been guaranteed, the services constitute an obligation to use reasonable efforts.

The customer provides in good time:

- correct and complete information;
- access to the required accounts, domains and systems;
- authorised contacts and decisions;
- review and approval of content, settings and migration results;
- secure passwords, MFA and careful user management;
- compliance by employees, volunteers and other users;
- compliance with its own legal, contractual and sector-specific obligations.

If the customer does not cooperate in time, VIKEN-NTW may adjust the schedule, pause work and charge reasonable additional costs.

11. External suppliers

The services may depend on suppliers such as HighLevel / LeadConnector, Microsoft, Google, Cloudflare, Openprovider, hosting providers, email providers, payment providers, Meta / WhatsApp, telecom and video services.

External services may be subject to additional terms, usage limits and privacy rules of the supplier. VIKEN-NTW is not responsible for changes, outages, blocks, price increases or termination by an external supplier, except insofar as VIKEN-NTW itself fails in the careful selection, configuration or communication relating to that supplier.

VIKEN-NTW may replace a supplier or technical route with a functionally suitable alternative where this is necessary for continuity, security, availability or compliance. A material change will be discussed in advance where reasonably possible.

12. Planning, maintenance and availability

Planning and delivery dates are indicative unless expressly designated in writing as final or guaranteed.

DNS, name servers, certificates, email verification, domain transfers, app stores, supplier approvals and external integrations may have processing times over which VIKEN-NTW does not have full control.

Maintenance, updates, security measures, internet outages and supplier outages may cause temporary unavailability. VIKEN-NTW does not guarantee error-free operation or 100% uptime unless a separate SLA expressly provides otherwise.

13. Support

Standard support hours are Monday to Friday from 06:30 to 19:00 Netherlands time, excluding public holidays, planned closures and force majeure.

Support is provided through the channels stated in the package or assignment, for example email, customer portal or WhatsApp. Telephone or urgent support is included only where expressly agreed.

Response times may differ by package. A response time is not a resolution time and applies only where recorded in the package description or SLA.

At launch, VIKEN-NTW is not a general 24/7 emergency helpdesk. Support outside standard hours is available only by separate agreement and may be provided at an additional charge. If a support partner or 24/7 service is added later, this applies only to customers and incident categories specifically contracted for it.

14. Backups, recovery and data verification

The customer remains responsible for the substantive accuracy, completeness and lawfulness of its data and for verification after migration or delivery.

Backups and recovery are included only insofar as recorded in the package, assignment or the functionality of the relevant supplier. An included recovery service constitutes a reasonable recovery attempt and not a guarantee that every file, every point in time or every external service can be restored in full.

Where a recovery action falls outside the agreed coverage or is caused by the actions of the customer, a user or a third party, it may be charged as additional work.

After termination, the customer will in principle have 30 days to export data or complete a transfer, unless another period has been agreed or immediate restriction is necessary for security, misuse or legal obligations. Accounts may then be closed and data deleted or made inaccessible. Backups expire in accordance with the supplier's normal cycle, generally within 30 to 90 days.

15. Privacy and data processing

VIKEN-NTW processes personal data in accordance with the privacy policy. Where VIKEN-NTW processes personal data on behalf of the customer, the data processing agreement or an equivalent arrangement applies in addition.

Special categories of personal data, including health data, are not permitted as standard. They may only be processed where this has been expressly agreed, the customer has a valid legal basis and the environment has been configured appropriately from a technical and legal perspective.

The customer does not provide passwords, medical data or confidential client information through a public form or ordinary email where a safer agreed route is available.

16. Security

VIKEN-NTW takes appropriate measures suitable for the assignment and the risk, such as roles and permissions, MFA, encrypted connections, updates, backups and restricted support access where relevant.

The customer reports security incidents, role changes, departing employees and suspected misuse without undue delay. The customer follows reasonable security instructions from VIKEN-NTW.

VIKEN-NTW may temporarily restrict access or disable an unsafe integration where reasonably necessary to limit damage, misuse or an incident.

17. Intellectual property

All existing methods and all methods, templates, workflows, automations, documentation structures, configuration patterns, scripts, standards and generic components developed by VIKEN-NTW remain the property of VIKEN-NTW or the relevant licensor, unless otherwise agreed in writing.

After full payment, the customer receives a non-exclusive, non-transferable right of use for use within its own organisation and for the agreed purpose.

Customer-specific data, logos, brands, supplied texts and other customer-owned materials remain the property of the customer or its licensor. The customer warrants that it is entitled to use those materials and indemnifies VIKEN-NTW against claims arising from unlawfully supplied material.

VIKEN-NTW may reuse anonymised general knowledge, experience and non-customer-specific solutions, provided that no confidential information or personal data of the customer is disclosed.

18. Confidentiality

The parties handle confidential business information, access credentials and non-public documentation with care. Information may be shared with employees, advisers and suppliers who need it and are bound by appropriate confidentiality obligations.

This obligation does not apply to information that was already public, was lawfully received from a third party, was independently developed or must be disclosed by law.

19. Prohibited use

The customer does not use the services for:

- criminal, misleading or unlawful activities;
- spam, phishing, malware, unauthorised surveillance or account misuse;
- infringement of intellectual property rights or privacy rights;
- processing for which no valid legal basis exists;
- activities that seriously threaten the security, reputation or availability of VIKEN-NTW or its suppliers.

In the event of a serious or acute risk, VIKEN-NTW may immediately restrict access and terminate the agreement where continuation cannot reasonably be required.

20. Liability

VIKEN-NTW is liable only for direct loss that is the direct result of an attributable failure to perform.

For business customers, total liability per event and per contract year is limited to the amount paid by the customer to VIKEN-NTW for the relevant service during the twelve months preceding the event causing the loss, excluding VAT. Related events are treated as one event.

Where the assignment has run for less than twelve months, the amount actually paid for that assignment applies. If liability insurance later provides cover and pays a higher amount, the specific agreement may designate the insured amount paid as the maximum.

To the extent permitted by law, VIKEN-NTW is not liable for indirect loss, consequential loss, loss of revenue or profit, lost savings, reputational damage, loss of opportunities or loss caused by an outage of an external supplier.

These limitations do not apply in the event of intent or deliberate recklessness by VIKEN-NTW and do not limit liability that may not be excluded under mandatory law. Consumers always retain their statutory rights and protections.

The customer mitigates loss where reasonably possible and reports a claim as soon as possible, with sufficient information to allow investigation.

21. Indemnity by business customer

A business customer indemnifies VIKEN-NTW against third-party claims arising from unlawful content, incorrect instructions, absence of consent or other legal basis, misuse by users or infringement of rights by materials or data supplied by the customer, except insofar as the claim was caused by an attributable failure by VIKEN-NTW.

22. Force majeure

Neither party is liable for a failure caused by force majeure. This may include internet or power outages, cyberattacks, war, government measures, pandemics, strikes, natural disasters, data centre or supplier outages and other circumstances beyond reasonable control.

Where force majeure continues for more than 60 days, the parties may terminate the unperformed part without compensation. Services already provided and costs already incurred remain payable.

23. Suspension and termination

VIKEN-NTW may suspend work or terminate the agreement in the event of:

- persistent or serious non-payment after reasonable warning;
- misuse, illegal activities or breach of supplier rules;
- a serious security or continuity risk;
- persistent failure to provide necessary cooperation;
- bankruptcy, suspension of payments or cessation of the customer's business, insofar as legally permitted.

Immediate termination is possible where the risk is so serious that continuation is not responsible. Where possible, the customer is first given an opportunity to remedy the breach.

Upon termination, outstanding amounts become due. VIKEN-NTW reasonably cooperates with transfer. Work for export, migration or transfer outside the included scope may be charged separately.

24. Consumers and distance contracts

Where a consumer enters into an agreement online or at a distance, the consumer receives the information required by law and, where applicable, a 14-day right of withdrawal.

Where the consumer requests that the service begin during the withdrawal period, VIKEN-NTW may, upon withdrawal, charge a proportionate amount for the part already performed. The right of withdrawal may expire once the service has been fully performed where the consumer gave prior express consent and acknowledged that the right would then expire.

Custom work, domains registered immediately and digital performance may fall within statutory exceptions where the applicable information and consent requirements have been met.

25. Complaints

A complaint should be reported as soon as possible via contact@viken-ntw.com, with a clear description and relevant information. VIKEN-NTW seeks to deal with the complaint substantively within a reasonable period.

The parties first seek to resolve a dispute by consultation.

26. Governing law and competent court

The agreement is governed by Dutch law.

For business customers, disputes are submitted to the competent court of the District Court of East Brabant (Rechtbank Oost-Brabant), unless mandatory law provides otherwise.

A consumer may submit a dispute to the court competent under applicable law and retains all mandatory forum rights.

27. Amendment of these terms

VIKEN-NTW may amend these terms due to changes in services, suppliers, legislation, security or business operations. A material amendment affecting an ongoing agreement is announced at least 30 days in advance.

For a prepaid annual subscription, an adverse material amendment will in principle only take effect on renewal, unless immediate application is necessary due to legislation, security or an external supplier. Where the amendment materially changes the core of the agreement, the customer will, where appropriate, be given a reasonable termination option.

28. Final provisions

If a provision is invalid or unenforceable, the remaining provisions remain in force. The parties replace the invalid provision with a valid provision that reflects its purpose and intent as closely as possible.

Failure to enforce a right immediately does not constitute a waiver of that right.

The Dutch text is authoritative for agreements entered into under these Dutch terms and conditions. Translations may be provided as a service. Separate local terms may apply in other countries.

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