

# Service Offer Agreement (Public Offer)

**Open Affect Holdings International B.V.** (Open Affect Holdings International Besloten Vennootschap, hereinafter referred to as the "Contractor"), hereby offers to individuals and legal entities, hereinafter referred to as the "Customer", to enter into this Service Offer Agreement for the provision of general web hosting services, hosting of MySQL/PostgreSQL/MongoDB databases, and the use of the Content Delivery Network (CDN) storage of the flyxe.cloud platform.

## 1. Terms and Definitions

1.1. The "Offer" means this document, published on the Internet at <https://flyxe.cloud/legal/offer>, which constitutes a proposal by the Contractor to enter into a contract under the terms and conditions set forth herein.

1.2. The "Acceptance" means the Customer's full and unconditional agreement with the terms of this Offer, expressed by performing the actions specified in Section 3 of this document.

1.3. The "Services" mean the set of services provided by the Contractor, including general web hosting, hosting of MySQL/PostgreSQL/MongoDB databases, and the use of CDN storage.

## 2. Subject of the Agreement

2.1. The Contractor undertakes to provide the Customer with the Services specified herein, and the Customer undertakes to pay for such Services in the manner and under the terms established by this Agreement.

## 3. Procedure for Entering into the Agreement

3.1. This Agreement shall be deemed concluded from the moment the Customer accepts the Offer.

3.2. Acceptance shall be effected by registering an account on the flyxe.cloud platform and/or by making payment for the Services.

## 4. Rights and Obligations of the Parties

4.1. The Contractor shall:

- Provide the Customer with access to the Services upon acceptance of this Agreement;
- Ensure the proper quality and continuous provision of the Services, within reasonable technical limits;
- Notify the Customer of any modifications to the Services or to the terms of this Agreement.

4.2. The Customer shall:

- Make timely payments for the Services rendered by the Contractor;
- Refrain from using the Services for purposes contrary to applicable law or to the provisions of this Agreement.

## 5. Service Fees and Payment Procedure

5.1. The cost of the Services shall be determined in accordance with the tariffs published on the website <https://flyxe.cloud>.

5.2. Payment for the Services shall be made in advance, unless otherwise agreed by the Parties through supplemental agreements.

## 6. Liability of the Parties

6.1. The Contractor shall not be liable for interruptions in the provision of the Services caused by third parties, technical failures beyond the Contractor's control, or by the actions or omissions of the Customer.

6.2. The Customer shall be responsible for compliance with applicable laws when using the Services.

## **7. Modification and Termination of the Agreement**

7.1. The Contractor reserves the right to amend the terms of this Offer by publishing the amended version on the flyxe.cloud website, which shall constitute proper notice to the Customer.

7.2. The Customer has the right to terminate the Services by notifying the Contractor at least thirty (30) calendar days in advance, or immediately through the Customer's personal account available at <https://my.flyxe.cloud>.

## **8. Final Provisions**

8.1. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of the Netherlands.

8.2. In all matters not regulated by this Agreement, the Parties shall be governed by applicable legislation in force.

## **Contact Information**

### **Open Affect Holdings International B.V.**

Address: The Netherlands, 5011 XK, North Brabant, Tilburg, Kalverstraat 75

Email: [hi@flyxe.cloud](mailto:hi@flyxe.cloud)

Website: <https://flyxe.cloud>

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