



GENERAL TERMS AND CONDITIONS

What you can expect from us — and what we ask of you

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Article 1 — Definitions

The following definitions apply throughout these general terms and conditions:

1. **xYnta:** xYnta Hosting B.V., registered at Kapitein Luidingaflat 26, 3333 CM Zwijndrecht, the Netherlands, registered with the Dutch Chamber of Commerce under number 64691675.
2. **Client:** the individual or legal entity that has concluded or wishes to conclude an agreement with xYnta.
3. **Consumer:** a Client who is a private individual and is not acting in the course of a profession or business.
4. **Business client:** a Client who is acting in the course of a profession or business, including resellers.
5. **Reseller:** a Business client who resells xYnta services to their own clients.
6. **Service:** everything xYnta delivers, including web hosting, WordPress Hosting, email hosting, Managed VPS, domain name registration, Microsoft 365, SSL certificates, server management, support services and service level agreements.
7. **Agreement:** the arrangement between xYnta and the Client for the delivery of one or more Services, together with the applicable data processing agreement and any supplementary arrangements.
8. **Client portal:** the secured online environment where the Client manages their Services and account details.
9. **Contract period:** the period for which the Agreement has been concluded, such as monthly, quarterly, half-yearly or annually.
10. **In writing:** by email or via the client portal. An email or message is considered received at the moment it arrives in the inbox or client portal of the recipient.

Article 2 — Applicability

1. These general terms and conditions apply to all quotations, agreements and deliveries of xYnta, unless we have agreed otherwise in writing. They also apply to all future Services offered by xYnta, unless explicitly different terms are declared applicable to a specific Service.
2. The Client's own terms and conditions do not apply, unless xYnta has explicitly agreed to them in writing.
3. xYnta may engage third parties to perform the Agreement. xYnta remains responsible for the performance of the Agreement.
4. If any provision of these terms and conditions proves to be invalid or unenforceable, the remaining provisions remain fully in force. We will then consult together to find a suitable replacement provision.
5. These general terms and conditions, the data processing agreement and any supplementary written arrangements together constitute the entire agreement between xYnta and the Client. Any prior oral or written arrangements not included herein are superseded by this agreement.

Article 3 — How is an agreement concluded?

1. For standard services, the Agreement is concluded at the moment you make a payment or confirm a payment instruction. Your payment constitutes acceptance of our offer and of these general terms and conditions.
2. For bespoke arrangements — such as a service level agreement or other tailor-made arrangements — the Agreement is concluded at the moment both parties have accepted the quotation or order confirmation in writing.
3. All quotations from xYnta are without obligation unless explicitly stated otherwise. A quotation expires fourteen days after the date of issue, unless a different validity period has been stated.
4. When creating an account and when placing each order, you explicitly tick a checkbox to confirm that you have read and agree to these general terms and conditions and the data processing agreement. The data processing agreement takes effect at the moment of this acceptance. The version published on our website at that time applies. The most current version is always available at xynta.com/terms-and-conditions. If we amend the terms and conditions, the new version applies from the effective date as stated in Article 21.
5. By entering into the Agreement, you confirm that you have received or been able to review the legally required information about our services, prices and your rights as a Client via our website. If you are a Consumer, we also refer you to our [right of withdrawal page](#) for information about your right to withdraw from the Agreement.
6. If the details you have provided prove to be incorrect or incomplete, we have the right to adjust the prices and conditions or to terminate the Agreement.

Article 4 — What does xYnta do for you?

1. We deliver our Services with the care and expertise you may expect from a professional hosting provider.
2. We make every effort to secure your stored data using appropriate technical and organisational measures — this is a best-efforts obligation, not a guarantee of complete invulnerability. You are responsible for setting the correct access permissions for your own users and for the security of your own systems and passwords.
3. Outages and planned maintenance are always published on our status page at xyntastatus.com. You can indicate in the client portal whether you also wish to receive email notifications for outages and maintenance. If you have not set this preference, we are not liable for any damage resulting from your not having received an email notification.
4. Without a supplementary Service Level Agreement (SLA), we do not guarantee uptime. We deliver our Services on a best-efforts basis — meaning we make every effort to provide a reliable service, but temporary unavailability due to maintenance or outages does not constitute a failure to perform. Where a separate SLA has been agreed for a Service, the guarantees set out therein apply. In the event of a conflict between the SLA and these general terms and conditions, the SLA prevails.
5. We may adjust the technical implementation of a Service — such as upgrading software, modifying technical specifications or adjusting supported configurations — provided the core functionality of the Service remains intact. Material changes affecting the core of the Service are subject to Article 21.
6. If we decide to permanently discontinue a Service, we will notify you at least ninety days in advance. You may then terminate that Service free of charge. Any amounts already paid for the remaining period will be refunded.

Article 5 — What do we expect from you?

1. You provide us in good time with all information we need to deliver our Services properly. You notify us immediately of any changes to your name, address, email address or payment details.
2. You are responsible for everything that happens via your account. Keep your login credentials confidential and do not share them with others, unless we have given explicit permission to do so.
3. You use our Services only for purposes that are permitted by law.
4. It is prohibited to use our Services to:
 - a. send or distribute spam, phishing, malware or other harmful or misleading communications;
 - b. store, host or distribute illegal, racist, discriminatory, offensive, threatening or copyright-protected content;
 - c. host services whose primary purpose is to provide anonymity, distribute copyright-protected content or circumvent legal restrictions — such as torrent sites, proxy services and anonymisation networks — unless we have given written permission to do so;
 - d. host or run cryptocurrency-related services, unless we have given written permission to do so;
 - e. disrupt, damage, overload or access without authorisation our systems, networks or Services — or those of other clients or third parties;
 - f. carry out activities that place an above-average or unusual load on our infrastructure without prior discussion with us;
 - g. infringe the rights of others, including copyright and privacy rights.
5. If we detect above-average or unusual usage, we will contact you. If there is misuse, or if your usage endangers the security or continuity of other clients or our infrastructure, we may suspend your Services immediately. We are not liable to pay you any compensation for this.
6. If a third party submits a claim to xYnta as a result of your use of our Services — for example a complaint about content you have stored or distributed — you are responsible for handling that claim and any associated costs.
7. Upon a justified request from a rights holder or competent authority, we may take the relevant content or Service offline immediately without this constituting a failure to perform towards you. We will inform you of this as soon as circumstances allow.
8. If you suspect that your account has been compromised or that unauthorised access is taking place via your account, you must report this to xYnta immediately in writing at info@xynta.nl. Timely notification allows us to act quickly and limit damage to you and other clients.

Article 6 — Resellers

1. A Reseller is solely and fully responsible for the services provided to their own clients. We have a contractual relationship only with the Reseller — not with the Reseller's clients.
2. The Reseller ensures that their own clients comply with the obligations set out in Article 5 of these terms and conditions and guarantees this to xYnta.
3. We do not provide support directly to the Reseller's clients. All communication takes place via the Reseller.
4. If a client of the Reseller — or any other third party — submits a claim to xYnta arising from the Reseller's services, the Reseller is responsible for handling that claim and any associated costs.

Article 7 — Prices and payment

1. All prices are exclusive of VAT and other statutory levies, unless explicitly stated otherwise. Our website clearly indicates that prices are exclusive of VAT. Consumers will see the VAT amount itemised during the ordering process before final confirmation.
2. Prices on our website, in quotations and in other documents are subject to errors. Where a price contains an obvious error, no agreement is formed on the basis of that price.
3. We may adjust our rates annually in line with the Dutch Consumer Price Index (CPI) — an official measure of price developments in the Netherlands. Other price changes will be communicated to you in writing at least thirty days in advance. If you are a Consumer and we increase a price beyond the CPI adjustment, you may terminate the Agreement before the date on which the new price takes effect.
4. Invoices must be paid within fourteen days of the invoice date, unless we have agreed otherwise in writing.
5. If you do not pay on time, we will send a first payment reminder on day fifteen and a second reminder on day twenty after the invoice date. On day thirty-one after the invoice date you are automatically in default — meaning you are officially overdue — without us needing to notify you of this separately.
6. From the date of default, you owe statutory (commercial) interest on the outstanding amount. All reasonable costs we incur to collect the amount — such as debt collection costs — are also for your account. For Consumers, the statutory maximum amounts apply under the Dutch Decree on compensation for extrajudicial collection costs.
7. After default has occurred as referred to in Article 7.5, we may suspend your Services if payment is still outstanding. The Client may not suspend their own payment obligation on the basis of an alleged failure by xYnta, unless a court has so determined.
8. If you are declared bankrupt, apply for a moratorium on payments, your assets are seized or your business is dissolved, all amounts you owe us become immediately due and payable. We may terminate the Agreement with immediate effect in that case.
9. The Agreement may not be transferred by you to a third party without our prior written consent. xYnta may transfer the Agreement in the event of a merger, acquisition or demerger, provided that the services to you continue under equivalent conditions. We will notify you of this in good time.

Article 8 — Direct debit

1. If you choose to pay by direct debit, you authorise xYnta to automatically debit the amount due from the bank account you have provided. Renewals are invoiced on the first day of the new period and collected on the fifteenth day of that period — or the next working day if the fifteenth falls on a weekend or public holiday. For new services or invoicing in arrears, the order may be reversed: invoiced on the fifteenth and collected on the first of the following month, or the next working day.
2. If a direct debit fails, we will — where the reason permits — make one further attempt. If that also fails, you must pay the outstanding amount immediately yourself using an alternative payment method. We do not charge for a failed direct debit.
3. If direct debit fails repeatedly for your account, we may block direct debit as a payment option for you. You must then choose an alternative payment method.

Article 9 — Back-ups

1. We make a daily back-up of your stored data. Back-ups are retained for a minimum of seven days on a separate server in a different data centre from where your primary data is stored.
2. In addition to daily back-ups, we use supplementary technical measures such as server snapshots. The use of multiple back-up methods improves the reliability of data recovery, but does not provide an absolute guarantee.
3. You are responsible for maintaining your own current back-up of your data. The back-ups we make are a supplementary safety measure — not a substitute for your own back-up responsibility. We recommend that you regularly make your own back-up and verify that it can be restored.
4. We make every effort to have reliable back-ups available, but we cannot guarantee that a complete and restorable back-up will be available in all circumstances. We are not liable for data loss if a back-up is unavailable or cannot be restored, unless this is the result of intent or deliberate recklessness on our part.
5. Most back-ups can easily be restored or downloaded by you directly via the client portal or control panel. If you ask us to carry out restoration work that is technically labour-intensive and falls outside our standard service delivery, we may charge for this at the applicable hourly rate. We will always inform you of this in advance.
6. For Clients with a Managed VPS or a supplementary server management contract, different or more extensive back-up arrangements may apply, as described in the relevant Agreement or SLA.

Article 10 — Duration, renewal and cancellation

1. The Agreement runs for the Contract period you selected when placing your order. Available periods may vary per Service. For longer Contract periods, xYnta may offer a discount as stated at the time of ordering.
2. At the end of the Contract period, we automatically renew the Agreement for the same period, unless you have cancelled in time. The notice period for cancellation is one month before the end of the current Contract period.
3. Are you a Consumer? After the initial contract period, you always have the right to cancel the Agreement at any time with one month's notice, regardless of the original Contract period selected. This is a statutory right that we cannot restrict.
4. Cancellation can only be made digitally: via the client portal or by email from the email address we have on file for you. We verify that the cancellation is genuinely from you based on your known email address or account details. Cancellations via other channels or from an unknown email address will not be processed. We confirm your cancellation in writing.
5. If you are a Consumer, we will send you a reminder no later than 52 days before your Contract period expires. If you are a Business client, you will not receive an automatic renewal reminder. You are responsible for keeping track of your contract dates and cancelling in time. A missed cancellation does not entitle you to a refund of amounts already paid for the renewed period.
6. We may terminate the Agreement with immediate effect — without further warning — if:
 - a. you are in default as referred to in Article 7.5 and have still not paid after a reminder;
 - b. you act in breach of Article 5 of these terms and conditions and do not rectify this after we have asked you to do so;
 - c. you are declared bankrupt, apply for a moratorium on payments or cease your business activities;
 - d. the relationship between the parties has deteriorated to such a degree that it is no longer reasonable to expect xYnta to continue the Agreement. In such a case, we will notify you in writing of the termination and provide reasonable cooperation in the orderly transfer of your data and services.
7. If we terminate the Agreement because you have failed to meet your obligations, we are not required to refund amounts already paid. We also retain the right to claim compensation for any loss we suffer as a result. In the event of termination due to non-payment, we are not obliged to retain or make available your data until all outstanding amounts have been paid in full.

Article 11 — Temporary suspension

1. Suspension means that we temporarily block your access to one or more Services. Your stored data is retained during suspension, unless Article 10.7 applies. Your payment obligation remains in force during suspension.
2. We may suspend your Services if:
 - a. you are in default with payment as referred to in Article 7.5;
 - b. you act in breach of Article 5 of these terms and conditions;
 - c. your use endangers the security or continuity of other clients or our infrastructure.
3. We will notify you as soon as possible that we have suspended your Services and explain why, unless this is not permitted by law or security requires otherwise.
4. Once the reason for suspension has been resolved, we will lift the suspension as soon as possible. We are not liable for any loss you suffer as a result of a suspension that was justified under these terms and conditions.

Article 12 — What happens to your data after termination?

1. After termination of the Agreement, we will delete your stored data from all active systems within seven days of the end date. Back-ups and snapshots will be completely removed from all our storage media within thirty days of the end date.
2. Once deleted, your data cannot be recovered. We are not liable for data loss resulting from deletion after termination.
3. We strongly recommend that you make a complete back-up of your own data in good time — before the end date. When you cancel, you will receive confirmation of the end date along with a reminder to do so.

Article 13 — Domain names

1. When applying for and registering domain names, we act as an intermediary. Whether a domain name is assigned depends on the rules of the relevant registering authority, such as SIDN, DNS.be, EURid or ICANN. We cannot guarantee that an application will be approved.
2. Domain names are registered in your name. Under the registration rules of the relevant authority, you are always the registrant — regardless of whether there is an outstanding invoice. You are fully responsible for the use of your domain name. If a third party submits a claim to xYnta in connection with your domain name, you are responsible for handling that claim and any associated costs.
3. A domain name is only registered once you have received written confirmation from us. An invoice for registration costs is not confirmation of registration.
4. If the Agreement ends or if you do not pay the renewal costs on time, your domain name may lapse. We are not liable for the loss of a domain name due to late payment or late cancellation on your part. We are also not liable for any costs xYnta has incurred for the registration or renewal of a domain name that has lapsed due to your actions — those costs remain for your account.

Article 14 — Money-back guarantee

1. For certain Services we offer a money-back guarantee. The conditions, validity period and scope of this guarantee are described at xynta.com/money-back-guarantee.
2. The money-back guarantee applies in addition to the statutory right of withdrawal for Consumers and does not affect that right.

Article 15 — Intellectual property

1. All rights to software, systems, documentation and other materials that we develop or make available belong to xYnta or to the party that has licensed them to us. You only receive the right of use that we explicitly grant you in these terms and conditions or in the Agreement.
2. You may not transfer the right of use to others, nor use it to resell, rent out or make our software or materials available to third parties.
3. You may not remove or alter any copyright notices, brand names or other proprietary markings from our materials.
4. Material you provide to us is free of third-party rights — or you have obtained permission from the rights holders. If a third party submits a claim to xYnta in connection with material you have provided, you are responsible for handling that claim and any associated costs.

Article 16 — Our liability

1. If we make an error and you suffer loss as a result, we will compensate up to the amount you paid us in the three months prior to the incident for the Service to which the loss relates. An absolute maximum of € 2,500 per incident and per year applies.
2. We are not liable for indirect loss. This includes loss of profit, missed savings, data loss or loss suffered as a result of business interruption.
3. The limitation in Article 16.1 does not apply if the loss is the result of intent or deliberate recklessness on the part of xYnta or its directors.
4. We are only liable after you have notified us in writing of what went wrong, with a reasonable period to remedy the issue, and we have still failed to resolve it within that period.
5. You must report any loss to us in writing as soon as possible — and no later than thirty days after you could reasonably have been aware of the issue. Late reporting may limit or exclude our liability.
6. In the event of a data breach involving personal data, the arrangements set out in the data processing agreement apply. The limitation in Article 16.1 also applies to loss arising from a data breach, unless the loss is the result of intent or deliberate recklessness on our part.
7. Are you a Consumer? In the event of a failure on our part, you are first entitled to remedy or replacement. Only if that is not possible or does not take place within a reasonable time are you entitled to a price reduction or termination of the Agreement. Statutory rules apply to the extent that they provide you with greater protection than this article.
8. We offer our Services exclusively within the European Economic Area. Clients — and clients of Resellers — who are established or resident outside the EEA have no right to any compensation from xYnta. They accept our Services entirely at their own risk.

Article 17 — Force majeure

1. If we are unable to fulfil an obligation due to circumstances beyond our control, we are not liable for this. Examples include outages at suppliers or internet providers, DDoS attacks, failure of data centres or power supplies, fire, flooding, other natural disasters, earthquakes, epidemics, pandemics, war or armed conflict, terrorism, government measures or labour disputes.
2. In the event of force majeure, we may temporarily suspend performance of the Agreement. If the situation persists for more than sixty days, either party may terminate the Agreement without any obligation to pay compensation.
3. We will notify you as soon as possible of any force majeure situation that affects our Services.

Article 18 — Complaints and disputes

1. Complaints about our Services must be reported to us in writing as soon as possible and no later than thirty days after you could reasonably have been aware of the issue. After this period you can no longer claim remedy or compensation.
2. We aim to assess your complaint within five working days and let you know what we will do about it. If your complaint is justified, we will remedy or compensate the relevant Service. For Consumers, the provisions of Article 16.7 apply. The maximum compensation equals the amount you paid for that Service during the complaint period.
3. Submitting a complaint does not mean you no longer have to pay your invoices.
4. If you are a Consumer and cannot resolve the matter with us, you may also submit your dispute via the European Online Dispute Resolution platform at ec.europa.eu/consumers/odr. We are not obliged to participate in an alternative dispute resolution procedure, but we will always do our best to reach a solution through mutual agreement.

Article 19 — Confidentiality and staff

1. Both parties keep confidential any information they receive from each other in connection with the Agreement. Information is confidential if this is explicitly indicated or if it logically follows from the nature of the information.
2. For the duration of the Agreement — and for one year after its termination — you may not employ any members of staff or independent contractors of xYnta, or engage them to work for you in any other way, without our prior written consent. This also applies to people who are or were engaged through a third party on behalf of xYnta.
3. This restriction also applies to people who were employed by xYnta, by a company affiliated with xYnta, or who worked as independent contractors for xYnta, within the previous six months.

Article 20 — Personal data

1. We process your personal data for the performance of the Agreement, in accordance with the General Data Protection Regulation (GDPR) — the European privacy law — and our privacy policy at xynta.com/privacy.
2. If you process personal data of others via our infrastructure — for example data belonging to your own clients — the data processing agreement applies that you accepted when creating your account or when placing the relevant order. You are responsible for that data processing and we carry it out on your behalf. You warrant that you are entitled to process that data. If a claim arises because you have breached privacy law, you are responsible for handling that claim and any associated costs.

Article 21 — Changes to these terms and conditions

1. We may amend these general terms and conditions. Material changes will be communicated to you in writing at least thirty days before the effective date, by email or via the client portal.
2. Minor changes — such as correcting typographical errors or clarifying existing provisions without substantive change — may be made with immediate effect.
3. If you do not agree with a material change, you may terminate the Agreement before the date on which the change takes effect. If you do not cancel, we will assume that you agree to the new version.

Article 22 — Applicable law and jurisdiction

1. Dutch law applies to all agreements between xYnta and you, even if you live or are established outside the Netherlands. By entering into the Agreement, you explicitly accept the jurisdiction of the Dutch courts, including if you are established outside the EU.
2. If you are a Consumer in an EU member state, the mandatory consumer protection rules of the country where you reside apply, to the extent required by law.
3. Disputes are submitted to the competent court in Rotterdam, unless the law provides otherwise. If you are a Consumer, you may also submit a dispute to the court in your place of residence.
4. A change in the legal form, management or ownership structure of xYnta does not affect agreements already in force.

Contact

Do you have questions, complaints or comments about these general terms and conditions? For formal legal correspondence — such as a notice of default or a cancellation — please contact us in writing at info@xynta.nl with a clear description of the subject in the subject line. We will confirm receipt in writing.

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<https://www.xynta.com/en/legal/terms>

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