

Version 0.4 · Updated 7 October 2026 · Adopted by axnet on 7 October 2026

1. Definitions

1.1 In these terms:

- **axnet:** axnet, a sole proprietorship registered with the Dutch Chamber of Commerce under number 98873423.
- **Customer:** the business that enters into an agreement with axnet.
- **Agreement:** the arrangements between axnet and the customer, including the documents in clause 2.3.
- **Console:** console.axnet.nl, axnet's management environment, including the API.
- **Service:** what axnet provides under the agreement: compute, storage, network, the axnet firewall and the console.
- **Resource:** a machine, volume, snapshot, backup, image, IPv4 address or network in the console.
- **Subscription:** the use of a resource per month or per year.
- **Organization:** the customer's environment in the console, with projects, users and resources.
- **User:** a person with access to the console on the customer's behalf.
- **Customer data:** all data that the customer or its users put into the service or have it process.
- **In writing:** includes by e-mail and through the console.

2. Scope

- 2.1 These terms apply to every offer from axnet and every agreement between axnet and the customer.
- 2.2 The customer's own general terms do not apply.
- 2.3 The agreement consists of these terms, the acceptable use policy (axnet.nl/en/acceptable-use), the data processing agreement (axnet.nl/en/data-processing-agreement), the SLA (axnet.nl/en/sla) and the price list (axnet.nl/en/pricing). In case of conflict, the data processing agreement prevails on personal data; otherwise these terms prevail.
- 2.4 axnet makes these terms available before the agreement is concluded, also as a PDF to store and print.

3. Sign-up and account

- 3.1 axnet supplies businesses only: legal entities and natural persons acting in the course of a trade, business or profession.
 - The Netherlands: with a KvK number.
 - Other EU countries: with a VAT number that axnet checks in VIES.
 - Outside the EU: through sales only, under a separate agreement.
- 3.2 Sign-up takes place in the console: account (password, passkey or GitHub), e-mail code, company check, two-factor authentication and a payment mandate. Two-factor authentication is mandatory.
- 3.3 The agreement is concluded once sign-up is complete and the customer has accepted these terms.
- 3.4 Every resource the customer creates in the console or through the API is an order under the agreement. Its subscription starts when it is created.

- 3.5 axnet may refuse a sign-up or an order, for instance when company details are incorrect or abuse is suspected.
- 3.6 The customer keeps its company details correct and manages who has access, with the roles Owner, Admin, Billing, Member and Auditor. Actions by the customer's users and API tokens are the customer's responsibility.

4. The service

- 4.1 axnet provides virtual machines with dedicated vCPU (Compute), containers with shared vCPU (Containers), storage, network and the axnet firewall, managed through the console and the API. The product pages and the price list describe the service.
- 4.2 Machines, volumes, snapshots and images are stored at location EU-NL-1 (Amsterdam region) in the Netherlands. Backups are stored in the Netherlands too.
- 4.3 Every machine gets its own public IPv6 /64. A dedicated IPv4 address is optional, while stock lasts. There is no shared IPv4 address and no port forwarding. A machine without an IPv4 address cannot reach services that only have IPv4, such as GitHub.
- 4.4 Outbound mail (port 25) is closed for new accounts. axnet opens it on request.
- 4.5 Every organization has limits. The customer asks for a higher limit with a limit request in the console. axnet may refuse a request.
- 4.6 axnet may carry out maintenance. axnet announces it in advance, under article 3 of the SLA (axnet.nl/en/sla).
- 4.7 axnet may change the service as long as its core stays the same. Clause 16 applies to a material deterioration.

5. Term and prices

- 5.1 Prices are those in the price list (axnet.nl/en/pricing) at the time of the order, in euros and excluding VAT. Dutch customers pay 21% VAT. For customers in another EU country with a valid VAT number, VAT is reverse charged.
- 5.2 A monthly subscription is invoiced monthly in advance.
- 5.3 A yearly subscription runs for 12 months, for the price of 11, and is invoiced in advance. If it is cancelled or its resource deleted before the end of its year, or if the customer switches (clause 9), it runs to the end of the paid year, without a refund (clause 5.7).
- 5.4 If the customer creates or upsizes a resource during a month, axnet charges the price, or the difference, per day to the end of that month. On deletion or downsizing during a month, the amount invoiced for that month remains due, without a refund (clause 5.7); a smaller size's price applies from the next month. For cancellation and deletion within a yearly subscription, clause 5.3 applies.
- 5.5 Each machine includes 20 TB of traffic per month. axnet invoices additional traffic afterwards per TB, according to the price list.
- 5.6 axnet may change its prices. axnet announces an increase at least 30 days in advance. The customer may then cancel the subscriptions concerned as of the effective date. The price of a running yearly subscription stays the same until the end of its year.
- 5.7 axnet does not refund amounts paid, nor credit them against later invoices, including on cancellation, deletion, downsizing, switching, suspension or termination, as far as the law allows.

6. Payment

- 6.1 The customer pays through Mollie: with a SEPA Direct Debit mandate, set up with a first payment through iDEAL | Wero, or by credit card. An open invoice can also be paid with iDEAL | Wero or by bank transfer.
- 6.2 Invoices are available in the console, as PDF and as UBL (Peppol).
- 6.3 An invoice that is not collected automatically is due 30 days after the invoice date.
- 6.4 If the customer reverses a direct debit without a valid reason, the amount is payable immediately.
- 6.5 If the customer does not pay on time, it is in default without notice. axnet may then charge the statutory commercial interest (art. 6:119a Dutch Civil Code) and extrajudicial collection costs.
- 6.6 The customer raises any objection to an invoice as soon as possible, through info@axnet.nl. It pays the undisputed part on time.

7. Suspension

- 7.1 If an invoice is unpaid:
 - (a) the customer cannot create new resources after the due date;
 - (b) 30 days after the due date, axnet stops the machines; the data is kept;
 - (c) 30 days after the machines are stopped, axnet may terminate the agreement and delete the data.
- 7.2 axnet announces each step in advance by e-mail and in the console. axnet lifts the suspension once the invoice is paid.
- 7.3 axnet may also suspend the service in case of abuse, a serious security risk or an order from a competent authority. axnet then takes the lightest measure that works (clause 11.4).

8. Cancellation and end

- 8.1 The customer ends a subscription by deleting the resource. A monthly subscription then ends with its paid month (clause 5.4), a yearly subscription with its paid year (clause 5.3), without a refund (clause 5.7).
- 8.2 Minimum term of a monthly subscription: none; the customer can delete the resource at any time. A yearly subscription runs for 12 months (clause 5.3). Notice period of the agreement: none; for switching at most 2 months (clause 9).
- 8.3 Either party may terminate the agreement if the other fails to meet a material obligation, even after written notice of default with a reasonable period to remedy it.
- 8.4 axnet may terminate the agreement with immediate effect if the customer is declared bankrupt or granted a suspension of payments, or in case of serious or repeated abuse.
- 8.5 When the agreement ends, the periods for export and deletion in clause 9 apply, except after termination for non-payment (clause 7.1). axnet keeps invoices and payments for 7 years (art. 52 of the Dutch General Tax Act, AWR).

9. Switching and export

- 9.1 The customer may at any time ask to switch to another provider or to its own infrastructure, or to have its exportable data erased (Data Act art. 25). It does so with an exit request in the console,

under Legal & data.

- 9.2 The notice period for switching is at most 2 months. A transition period of at most 30 days follows. During that period axnet:
- (a) provides reasonable assistance with the switch;
 - (b) continues the service with due care;
 - (c) reports known risks to continuity.
- 9.3 If 30 days is technically not feasible, axnet says so within 14 working days of the request, with reasons and an alternative period of at most 7 months. The service continues during that period.
- 9.4 The customer may extend the transition period once, by a period it considers appropriate.
- 9.5 Exportable are: the disks of machines, volumes, backups, the configuration of networks and firewall, and the account data. The formats and standards are listed on Switching (axnet.nl/en/switching). Data on the internal workings of axnet's platform is not exportable.
- 9.6 After the transition period, the customer can retrieve its data for at least 30 more days.
- 9.7 The agreement ends, and axnet notifies the customer:
- (a) once the switch has succeeded; or
 - (b) at the end of the notice period, if the customer only wants its data erased.
- 9.8 After the retrieval period, axnet fully erases all exportable data, provided the switch has succeeded.
- 9.9 No switching charges (Data Act art. 29). A yearly subscription runs to the end of the paid year, without a refund (clause 5.3).

10. Acceptable use

- 10.1 The customer uses the service in line with the law and the acceptable use policy (axnet.nl/en/acceptable-use).
- 10.2 The customer is responsible for what it and its users store, distribute or run in the service.

11. Notices and moderation

- 11.1 These rules describe how axnet handles illegal content and content that breaches these terms (DSA art. 14).
- 11.2 Anyone can report illegal content through the notice form on Report abuse (axnet.nl/en/abuse) (DSA art. 16), or by e-mail to misbruik@axnet.nl.
- 11.3 People review every notice, diligently and objectively. axnet does not use automated decision-making for moderation.
- 11.4 axnet does not look inside the customer's machines and does not remove individual files. Measures apply to a machine, an address or an account, from light to severe:
- (a) asking the customer to remove the content;
 - (b) restricting traffic to or from a machine or address;
 - (c) stopping a machine;
 - (d) suspending the account or terminating the agreement.
- 11.5 With every measure, the customer receives a statement of reasons: the measure and its duration, the facts, whether a notice led to it, the ground in the law or these terms, and the ways to object (DSA art.

17).

- 11.6 The customer objects by e-mail to misbruik@axnet.nl. axnet reviews the decision again with the new information and replies with reasons. The customer can also go to court.
- 11.7 If information points to a criminal offence that threatens the life or safety of persons, axnet reports it to the police or judicial authorities (DSA art. 18).

12. Customer data and processing

- 12.1 Customer data remains the customer's. axnet uses it only to provide the service.
- 12.2 The data processing agreement (axnet.nl/en/data-processing-agreement) applies to personal data that axnet processes for the customer. It is part of the agreement and applies from its conclusion (clause 3.3), without separate acceptance.
- 12.3 For account data, such as users, invoices and payments, axnet is itself the controller; see the privacy statement (axnet.nl/en/privacy).
- 12.4 axnet discloses customer data to a government only when the law requires it. axnet reviews every request and informs the customer, unless the law forbids it.

13. Security and backups

- 13.1 axnet secures the platform with, among other things, mandatory two-factor authentication, separation between customers and the axnet firewall.
- 13.2 The customer secures what runs inside its machines, including updates, and keeps passwords, keys and API tokens safe.
- 13.3 Backups are an option per machine: daily, kept for 7 days. Snapshots are not backups.
- 13.4 The customer keeps its own copy of data it cannot afford to lose.

14. Liability

- 14.1 axnet's liability per event is limited to the fees for one month, as they stood at the event (for a yearly subscription, one twelfth of the yearly price), up to a maximum of €5,000. Related events count as one.
- 14.2 axnet is not liable for indirect damage, such as consequential loss, lost profit, lost savings, business interruption and loss of data.
- 14.3 These limits do not apply in case of intent or deliberate recklessness of axnet's management.
- 14.4 Availability is set out in the SLA (axnet.nl/en/sla).
- 14.5 The customer indemnifies axnet against third-party claims arising from its use of the service in breach of the law or these terms.

15. Force majeure

- 15.1 In case of force majeure, a party does not have to perform its obligations. Force majeure includes failures at the datacenter and at energy and network suppliers, attacks beyond reasonable measures, and government measures.
- 15.2 If force majeure lasts so long that performance can no longer reasonably be required, either party may terminate the agreement in writing.

16. Changes

- 16.1 axnet may change these terms. axnet announces a change at least 30 days in advance, by e-mail and in the console.
- 16.2 If a change is materially to the customer's disadvantage, the customer may cancel the agreement as of the effective date.
- 16.3 Changes required by law take effect when the law says so.

17. Law and disputes

- 17.1 Dutch law governs the agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 17.2 Disputes go to the competent court in the district where axnet is established.

18. Final provisions

- 18.1 If a provision is void, the others remain in force. The parties replace the void provision with a valid one that comes as close to it as possible.
- 18.2 In case of any difference between the Dutch and the English text, the Dutch text prevails.
- 18.3 Contact: info@axnet.nl · sales@axnet.nl · 085 0043 490.