

## **Terms and conditions of Mymundo B.V.**

### **1. Definitions**

Offer	Any offer made by Mymundo to enter into an Agreement;
Addendum	The addendum that serves as a processing agreement in the situations specified in these General Terms and Conditions. This addendum forms an integral part of the Terms and Conditions;
GDPR	General Data Protection Regulation;
Consumer(s)	A Counterparty who is not acting in the course of a profession or business;
Services	All (additional) services and/or (technical) work, of whatever nature, performed by Mymundo, in the broadest sense;
Data breach	A breach in connection with Personal Data, i.e. any breach of security that accidentally or unlawfully leads to the destruction, loss, alteration or unauthorised disclosure of or unauthorised access to transmitted, stored or otherwise processed data;
Mymundo	Mymundo B.V. (Chamber of Commerce file number: 57692890), being the user of the Terms and Conditions;
Agreement	Any Agreement between the Parties concerning the provision of Services by Mymundo to the Other Party;
Party(ies)	Mymundo and the Other Party, or each individually;
Personal data	All information about an identified or identifiable natural person;
Products	The products that Mymundo delivers on the basis of an Agreement;
In writing	By letter, email or bailiff's writ;
Sub-processor	The (legal) person who processes Personal Data on behalf of Mymundo;
Processing	An operation or set of operations relating to personal data or a set of personal data, whether or not carried out by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, aligning or combining, blocking, erasing or destroying data;
Terms and Conditions Counterparty	and These General Terms and Conditions of Mymundo; The natural person(s) and/or legal entity(ies) to whom Mymundo makes an Offer to perform Services and/or who enters into an Agreement with Mymundo.

### **2. Applicability**

- 2.1. These Terms and Conditions apply to all Offers and Agreements, as well as to all obligations arising from and based on them.
- 2.2. If the Terms and Conditions have applied to any Agreement, they shall automatically apply to any subsequent agreement concluded between the Parties, without this needing to be agreed separately between the Parties concerned, unless the Parties have expressly agreed otherwise in Writing with regard to the agreement in question.

- 2.3. The applicability to any Agreement of general or specific terms and conditions used by the Other Party is expressly rejected by Mymundo, unless and after the terms and conditions in question have been expressly declared applicable to an Agreement in Writing by Mymundo. Acceptance in this manner of the applicability of the Other Party's terms and conditions to an Agreement does not in any way imply that those terms and conditions also apply tacitly to any Agreement concluded thereafter.
- 2.4. In the event of nullity or annulment by the Other Party of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions shall remain in full force and effect with regard to the Agreement. The Parties shall consult with each other to replace a void or voidable provision of the Terms and Conditions with a provision that is valid or non-voidable and that corresponds as closely as possible to the purpose and meaning of the void or voidable provision.
- 2.5. Insofar as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement shall prevail. In that case, the other provisions of the Terms and Conditions shall continue to apply to the Agreement without prejudice.
- 2.6. If translations of these Terms and Conditions have been published, the version in the English language shall prevail over the version(s) in any other language.

### **3. Offers**

- 3.1. Unless expressly stated otherwise, an Offer is without obligation and valid for the period stated in the Offer. If the Offer does not state a period for acceptance, the Offer will in any case expire fourteen (14) days after the date stated in the Offer.
- 3.2. A price list or other overview provided by Mymundo to the Other Party in which prices are stated in general terms cannot be qualified as an Offer.

### **4. Conclusion of agreements and right of withdrawal Consumers**

- 4.1. With due observance of the other provisions of the Terms and Conditions, an Agreement shall only be concluded:
  - (a) by acceptance by the Other Party of an Offer (whether or not via Mymundo's online environment);
  - (b) by written confirmation of an order placed by the Other Party (verbally or in writing) other than on the basis of an Offer.
- 4.2. Amendments and/or additions to the Agreement shall only be valid after written acceptance by Mymundo. Mymundo is not obliged to accept changes and/or additions to an Agreement and is entitled to demand that a separate Agreement be entered into. Mymundo is authorised to charge the Other Party for any costs relating to changes and/or additions to the Agreement.
- 4.3. The Consumer may withdraw from a Contract concluded at a distance at no cost within fourteen (14) calendar days from its conclusion, without the need to indicate the reason, in accordance with the applicable consumer protection regulations. This right of withdrawal does not apply to services that have been fully performed with the Consumer's prior express consent and with their acknowledgment that they will lose their right of withdrawal once the contract has been fully executed, nor to those services for which the law provides a specific exclusion, which will be clearly indicated to the Consumer before the conclusion of the Contract.
- 4.4. To exercise the right of withdrawal, the Consumer must inform Mymundo of their decision to withdraw from the Contract within the indicated period, for example, by email or by using a withdrawal form provided by Mymundo. Mymundo will confirm receipt of this communication on a durable medium.
- 4.5. If the Consumer requests that the provision of Services begin during the withdrawal period, they acknowledge that they must pay Mymundo an amount proportional to the portion of the service already provided at the time they communicate the withdrawal, as provided for by the applicable regulations.
- 4.6.

### **5. Amendment to Agreement and Terms and Conditions**

- 5.1. Amendments and/or additions to the Agreement shall only be valid after written acceptance by Mymundo. Mymundo is not obliged to accept changes and/or additions to an Agreement and is entitled to demand that a separate Agreement be entered into. Mymundo is authorised to charge any (administrative) costs relating to the changes and/or additions to the Agreement to the Other Party.
- 5.2. Mymundo reserves the right to amend or supplement these Terms and Conditions. Amendments also apply to Agreements already concluded, subject to a period of 30 days after publication of the amendment on the Mymundo website or by electronic notification. Minor changes may be made at any time. If the Other Party does not wish to accept a change to these terms and conditions, it may terminate the Agreement by the date on which the new terms and conditions take effect.
- 5.3. If the Agreement consists of a subscription to a Mymundo Service, it may be changed by the Other Party at any time. Mymundo may charge costs for changing the product and/or package. If promotional terms and conditions apply to the Agreement that conflict with the provisions of this article, the promotional terms and conditions shall prevail.

## 6. Automatic renewal of subscriptions

- 6.1. If the Contract consists of a subscription to Mymundo Services with automatic renewal, the subscription will renew for successive periods equal to the initial term, unless the other party cancels the subscription within the applicable notice period.
- 6.2. For Consumers residing in Spain, cancellation may be made at any time after the initial period with a maximum notice period of one (1) month, through the cancellation channels made available in the customer area or by written communication, insofar as permitted by the applicable mandatory regulations.
- 6.3. Before the conclusion of the Contract, and in a clear and prominent manner, Mymundo will inform the other party of the existence of automatic renewal, the duration of the renewal periods, the cancellation procedure, and the applicable notice periods. This information will not be limited to these Conditions but will also be shown during the online contracting process.

## 7. Delivery of Products and/or Services

- 7.1. Mymundo will endeavour, as a good service provider, to ensure the performance of the Services and/or delivery of Products, but does not guarantee that all Services or Products will be available and usable at all times.
- 7.2. Mymundo is entitled, without prior notice, to (temporarily) take its systems out of service or to restrict their use insofar as this is necessary for reasonably required maintenance or for necessary adjustments or improvements to the system to be carried out by Mymundo, without this giving rise to any right to compensation on the part of the Other Party vis-à-vis Mymundo.
- 7.3. In performing the Services and delivering the Products, Mymundo may rely on the information last provided to it by the Other Party. It is the sole responsibility of the Other Party to keep all information required by Mymundo to perform the Services or deliver the Products up to date.
- 7.4. Mymundo does not offer telephone support. Questions regarding support will be answered digitally within 24 hours on working days, where possible.
- 7.5. Mymundo is entitled to impose further conditions on certain Services or Products. These will be communicated separately before or upon purchase of these Services or Products.
- 7.6. Mymundo is entitled to include products or services from third parties in its Services and Products. The general terms and conditions of the third parties concerned apply to these.

## 8. Domain names

- 8.1. If domain name registration (or transfer) is purchased as a Service, Mymundo will mediate with the institution(s) responsible for issuing domain names. Domain names are registered under the Counterparty's own name.
- 8.2. Upon registration (or transfer), the Other Party must agree to the terms and conditions of these institutions as applicable at that time. These may include consent to the publication of the Other Party's personal data. Mymundo may enforce these terms and conditions against the Other Party as if it were the issuing authority itself.

- 8.3. Mymundo is never liable for the loss, withdrawal or cancellation of a domain name, except in the case of intent or deliberate recklessness on the part of Mymundo's management.
- 8.4. The Other Party is responsible for the choice of domain names. No refund will be made in the event of errors by the Other Party. However, Mymundo will attempt to correct a registration as long as this is still possible free of charge with the issuing authority.
- 8.5. The Other Party indemnifies and holds Mymundo harmless for all damage related to (the use of) a domain name on behalf of or by the Other Party.
- 8.6. Domain names are registered and managed by various organisations. The following conditions apply to each top-level domain: <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBk8EAH> . The aforementioned linked terms and conditions, as well as the general terms and conditions of third-party suppliers, form part of the Agreement and are subject to change. Mymundo has no influence on the content of the above terms and conditions or any changes thereto. It is therefore advisable to consult them regularly.

## 9. Prices and rates

- 9.1. Prices stated in an Offer or Agreement are in euros and, unless expressly stated otherwise, exclude value added tax and/or other government-imposed levies of any kind, as well as administrative costs and other additional costs.
- 9.2. Mymundo is entitled to change the prices and other costs at any time. The changes will be announced on the website and communicated to the Other Party no later than one (1) month before they take effect. If the Other Party does not agree with these changes, it may, in deviation from Article 14, terminate the agreement as of the date on which the changes take effect. This is only possible until the date on which the price change takes effect. Price changes do not apply if they are introduced within three months of the conclusion of the first Agreement.

## 10. Promotional rates and reasonable use

- a. Mymundo may offer discounts on the rates for the Products and Services it supplies as part of promotional campaigns. Contrary to the provisions of Articles 3 and 4 of these Terms and Conditions, Mymundo may change any promotional rate agreed with the Other Party on the products and services it provides to the usual rate in the event of unreasonable or improper use of the products and services (*fair use policy*) by the customer, at Mymundo's discretion. Unreasonable or improper use shall in any case be deemed to have occurred if the Other Party (whether or not via different accounts) purchases more than 25 domain names and/or associated products and services from Mymundo at the promotional rate applicable at that time in a consecutive period of 30 days. In that case, Mymundo is entitled to charge the usual rate from the 26<sup>th</sup> domain name and the associated Products and Services, while the agreed term of the purchased products and services will remain unchanged. Mymundo also has the right in such a situation to terminate the agreement with the Other Party in whole or in part, without Mymundo being liable for any damage suffered or to be suffered by the Other Party.

## 11. Payment

- 11.1. Mymundo will send an invoice to the Other Party for the Services to be performed or Products to be delivered by Mymundo. Subscriptions to Services must be paid in advance. Prepaid amounts will not be refunded, unless expressly stated otherwise in these Terms and Conditions.
- 11.2. Payment must be made within fourteen (14) days of the invoice date, unless otherwise agreed in Writing. Payment must be made to the bank account specified by Mymundo. The moment of payment is determined by the moment at which Mymundo receives notification from its bank that the relevant amount has been credited to its account.
- 11.3. Payments shall be made by direct debit, unless otherwise agreed. By agreeing to and executing the first payment under the Agreement, the Other Party automatically agrees to a recurring automatic payment upon renewal of the Agreement.
- 11.4. If payment of an invoice has not been made in full within the specified period, the Other Party shall immediately be in default by operation of law, without further notice of default being required, and shall owe interest of 1% per month from the date after the due date of the invoice in question (unless the statutory commercial interest rate is higher, in which case that interest rate shall apply), with part of a month counting as a whole month. Furthermore, all extrajudicial collection costs shall be borne by the Other Party, on the understanding that, when determining the amount of the extrajudicial collection costs for a Consumer, the

Collection Costs Act and the Extrajudicial Collection Costs Decree will be applied, and that for an Other Party acting in the course of a profession or business, the extrajudicial costs will be set in advance by the Parties at a minimum of 15% of the outstanding claim, with a minimum of €150. Without prejudice to the foregoing, Mymundo is entitled to claim the actual extrajudicial costs if these exceed this amount. If the Other Party is in default of payment of any invoice as referred to in this article, all other outstanding invoices will also become immediately due and payable, without further notice of default being required.

- 11.5. Payments made by the Other Party shall be used to settle the costs owed, interest and then the longest outstanding invoices, even if the Other Party states that the payment relates to another invoice.
- 11.6. Without prejudice to provisions of mandatory law, the Other Party is not entitled to suspend its payment obligations towards Mymundo and/or to set them off against Mymundo's payment obligations towards the Other Party.
- 11.7. Mymundo is entitled to set off all claims against the Other Party against any debt that Mymundo may have towards the Other Party or towards persons or legal entities affiliated with the Other Party.
- 11.8. All claims of Mymundo against the Other Party shall become immediately due and payable in the following cases:
  - (a) if, after the conclusion of the Agreement, Mymundo becomes aware of circumstances that give it good reason to fear that the Other Party will not fulfil its obligations, at Mymundo's sole discretion;
  - (b) if, upon conclusion of the Agreement, Mymundo has asked the Other Party to provide security for performance as referred to in Article 10.10 and this security is not provided or is insufficient;
  - (c) in the event of the Counterparty filing for bankruptcy or a moratorium on payments, liquidation or bankruptcy of the Counterparty or – insofar as the Counterparty is a natural person – the Counterparty becoming subject to the Natural Persons Debt Rescheduling Act (WSNP).
- 11.9. Based on its assessment of the Other Party's creditworthiness, Mymundo is at all times entitled to demand security or full or partial advance payment for the fulfilment of due and undue payment obligations. If and as long as the Other Party fails to provide the required security or full or partial advance payment, Mymundo is entitled to suspend its delivery obligation.

## 12. Delivery time

- 12.1. The delivery time specified by Mymundo in the context of an Agreement is always an indication and therefore never constitutes a strict deadline, unless expressly agreed otherwise in writing between the Parties. Exceeding the agreed delivery time does not in any case entitle the Other Party to compensation.
- 12.2. The delivery time specified by Mymundo shall commence when all necessary information and suchlike is in the possession of Mymundo and all necessary conditions for the performance of the Agreement have been met.
- 12.3. When determining the delivery time, Mymundo assumes that it can carry out the order under the circumstances as they were at the time of concluding the Agreement.

## 13. Obligation to complain

- 13.1. The Services performed and Products delivered shall in any case be checked by the Other Party within a reasonable period of time (being no longer than 8 days after delivery) after Mymundo has fulfilled its obligations under the Agreement. If the Other Party has not reported any defects to Mymundo in writing within the aforementioned reasonable period after delivery, the Services performed or Products delivered will be deemed to have been accepted by the Other Party and to meet the requirements and performance standards laid down in the Agreement.
- 13.2. Other defects in the Services performed and Products delivered that are not visible upon delivery must be reported to Mymundo in writing and with reasons within eight (8) days after discovery or after they could reasonably have been discovered, in writing and with reasons to Mymundo, failing which the Services performed or Products delivered will be deemed to have been accepted by the Other Party and to comply with the requirements and performance specified in the Agreement.

## 14. Special obligations of the Other Party - terms of use

- 14.1. The Other Party shall refrain from hindering or causing damage to Mymundo, other customers or internet users. The Other Party is prohibited from using processes or programmes - whether or not via the system -

which the Other Party knows or can reasonably suspect may hinder or cause damage to Mymundo, other customers or internet users.

- 14.2. The Other Party is not permitted to use the Services or Products for actions and/or conduct that are contrary to applicable legal provisions, the Agreement or these Terms and Conditions. This includes, but is not limited to, the following actions and conduct:
- (a) sending large quantities of unsolicited e-mail;
  - (b) acting in violation of the intellectual property rights of third parties;
  - (c) publishing or distributing (child) pornography or bestiality pornography;
  - (d) sexually harassing or otherwise harassing persons;
  - (e) unauthorised intrusion into other computers or computer systems on the internet;
  - (f) carrying out (D)DoS attacks;
  - (g) damaging or unauthorised use of data files or software;
  - (h) committing fraud using computers or forgery in relation to computer data, for example by intercepting and altering messages;
  - (i) otherwise acting or failing to act in an unlawful or infringing manner.
- 14.3. If the data traffic attributable to the Other Party is unreasonably high compared to other customers, or if it disrupts the system, Mymundo is entitled to take appropriate measures to limit this. After issuing a warning, Mymundo may charge a surcharge for the unreasonable traffic.
- 14.4. Mymundo is entitled, without being liable for any compensation, to suspend the Services in whole or in part without further notice, to impose further conditions on them or to terminate the Agreement if and as long as the Other Party, in its opinion, acts (or is suspected of acting) in violation of the provisions of this article or any other provision in these Terms and Conditions. In the event of a suspicion of criminal offences, Mymundo is authorised to inform the authorities and to provide them with all relevant information about the Other Party.
- 14.5. The Other Party indemnifies Mymundo against all claims from third parties in respect of damage or otherwise, arising in any way from the use of the services or from the Other Party's failure to fulfil its obligations under the Agreement or these Terms and Conditions.

## 15. Duration and termination of the Agreement

- 15.1. The Agreement is always entered into for the term specified in the Agreement. The Agreement will be renewed for the same term, unless the Other Party terminates the Agreement in Writing in accordance with Article 14.2 no later than 30 days before the end date of the current term. For Consumers, the Agreement can be terminated on a monthly basis after the agreed term has expired, unless other agreements have been made. In the case of Consumers, once the initially agreed term has ended, the Contract may be terminated at any time with a maximum notice period of one (1) month, unless a more favorable period for the Consumer is agreed in accordance with the applicable mandatory regulations.
- 15.2. Termination of the Agreement by the Other Party is possible via the Mymundo website, on the understanding that the notice period only commences on the day on which Mymundo receives confirmation of the termination.
- 15.3. If Mymundo chooses to terminate a specific subscription type or special Service, Mymundo may terminate the relevant Agreement with due observance of a notice period of 30 days. In such cases, the unused portion of prepaid amounts will be refunded.
- 15.4. If the Other Party fails to fulfil one or more of its obligations under the Agreement or Terms and Conditions, either in whole or in part, the Other Party will be in default by operation of law and Mymundo will have the right to terminate the Agreement, without further notice of default and without judicial intervention, unilaterally terminate the Agreement in whole or in part by means of a Written Notice to the Other Party and/or suspend its obligations under the Agreement, without Mymundo being liable for any compensation and without prejudice to any rights accruing to Mymundo, including the right to full compensation. All claims that Mymundo may have or acquire against the Other Party in such cases shall be immediately and fully due and payable.

15.5. In the event of bankruptcy, suspension of payments, cessation of business, liquidation or takeover, or any comparable situation affecting the Other Party's business, or if the Other Party ceases trading, or if a substantial part of the Other Party's assets is seized, or if the Other Party can no longer be regarded as capable of fulfilling its obligations under the Agreement, the Other Party shall be in default by operation of law and Mymundo shall be entitled to terminate the Agreement in whole or in part unilaterally by means of a Written Notice, without further notice of default and without judicial intervention, without Mymundo being liable for any compensation and without prejudice to its further rights, including Mymundo's right to full compensation.

**16. Consumer complaints and dispute resolution**

16.1. Complaints regarding the Services provided or Products supplied by Mymundo must be submitted through the customer service channels indicated on Mymundo's website. Mymundo will acknowledge receipt of the complaint and provide a reasoned response within a reasonable period of time.

16.2. If the Other Party is a Consumer residing in Spain and the dispute is not resolved through customer service, the Consumer may turn to the competent alternative consumer dispute resolution bodies or the relevant consumer authorities, without prejudice to their right to bring the dispute before the competent courts. Mymundo will make updated information available on its website regarding the applicable alternative dispute resolution options, to the extent required by current regulations.

**17. Liability and insurance**

17.1. Mymundo is liable for damage suffered by the Other Party as a result of a failure by Mymundo to fulfil the Agreement. However, only damage against which Mymundo is insured, or should reasonably have been insured – given the nature of Mymundo's business and the market in which it operates – is eligible for compensation, and only up to the amount paid out by the insurer in the relevant case.

17.2. The following are not eligible for compensation:

- (b) financial loss, such as – but not limited to – trading loss, consequential loss, delay damage and loss of profit;
- (c) damage caused by acts or omissions of the Other Party or third parties in contravention of instructions provided by Mymundo or in contravention of the Agreement and the Terms and Conditions;
- (d) damage as a direct result of incorrect, incomplete and/or unsound information provided to Mymundo by or on behalf of the Other Party;
- (e) damage in connection with the security of data stored by the Other Party on Mymundo's systems;
- (f) damage in connection with (the content of) information that the Other Party or third parties obtain when using the Services;
- (g) the consequences of inaccuracies or incompleteness in the content of information (services) provided with the Services;
- (h) damage related to the loss, mutilation or unusability of data stored or transmitted digitally or electromagnetically;
- (i) damage related to the reproduction or disclosure of confidential or valuable information;
- (j) damage resulting from the temporary inaccessibility of Services or Products, regardless of the reason for this;
- (k) damage resulting from actions performed by the Other Party as described in Article 13.2.

17.3. If:

- (a) at the time of entering into the agreement, it is not possible for Mymundo to take out insurance as referred to in paragraph 1, or to renew it on reasonable terms thereafter;
- (b) the insurer does not proceed to pay the relevant damage;
- (c) the damage in question is not covered by the insurance,

the compensation for the damage shall be limited to the amount agreed by Mymundo with the Other Party for the present agreement (excluding VAT) on an annual basis, up to a maximum of €500 excluding VAT.

- 17.4. The Other Party indemnifies Mymundo against all claims from third parties for damage caused by or in connection with Services performed and/or Products delivered by Mymundo, insofar as Mymundo would not be liable to the Other Party for such damage.

## 18. Force majeure

- 18.1. Force majeure is understood to mean a failure to fulfil an Agreement that cannot be attributed to Mymundo.
- 18.2. Force majeure as referred to in Article 16.1 shall in any case include, but is not limited to, a failure as a result of (a) problems and/or serious disruptions in the production process at suppliers, including utility companies, (b) failure by third parties to deliver necessary materials, (c) intent or gross negligence on the part of auxiliary persons, (d) strikes, (e) excessive absenteeism of personnel, (f) fire, (g) exceptional weather conditions (such as floods), (h) government measures (both national and international), including import and export bans and import and export restrictions, (i) war, mobilisation, riots, civil commotion, martial law, (j) sabotage, (k) transport disruptions, (l) machine breakdown, (m) transport delays and/or (n) in the event of computer crime, including a hack/(D)DoS attack on Mymundo's systems and successful or unsuccessful attempts to circumvent Mymundo's network security or system security.
- 18.3. In the event of force majeure, Mymundo has the choice of either suspending the performance of the Agreement until the force majeure situation has ceased to exist, or terminating the Agreement in whole or in part, whether or not it initially opted for suspension. In both cases, the Other Party is not entitled to any compensation. If the period during which force majeure makes it impossible for Mymundo to fulfil its obligations lasts longer than sixty (60) days, the Other Party is also entitled to terminate the Agreement in part (for the future), on the understanding that Mymundo is entitled to send an invoice for the work already performed in accordance with Article 16.4. In the event of partial termination, there is no obligation to compensate for any damage.
- 18.4. If, at the time of the occurrence of the force majeure, Mymundo has already partially fulfilled its obligations or can only partially fulfil its obligations, it is entitled to invoice that part separately to and the Other Party is obliged to pay this invoice as if it were a separate Agreement.

## 19. Limitation periods

- 19.1. Legal claims and other powers of the Other Party, on whatever grounds, against Mymundo in connection with Services provided or Products delivered shall lapse twelve (12) months after the date on which the Other Party became aware or could reasonably have become aware of the existence of these rights and powers, but no Written claim has been submitted to Mymundo in this regard before the expiry of this period.
- 19.2. In the event that the Other Party has submitted a Written claim to Mymundo within the period specified in Article 17.1 in connection with Services provided by it, any legal action in this regard by the Other Party shall also lapse if Mymundo has not, within a period of four (4) months after receiving the relevant Written claim.

## 20. Confidentiality

- 20.1. Both Parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if this has been communicated by a Party or if this arises from the nature of the information.
- 20.2. If, on the basis of a statutory provision or a court ruling, Mymundo is obliged to disclose confidential information to third parties designated by law or by the competent court, and Mymundo cannot invoke a legal right of non-disclosure recognised or permitted by the competent court, Mymundo shall not be liable for any compensation or indemnification and the Other Party shall not be entitled to terminate the Agreement.

## 21. Intellectual property rights

- 21.1. All (intellectual and industrial) property rights, including but not limited to copyrights and database rights, to all results of Services, including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, equipment and software (in object and source code), data and data files, templates and moulds, which are the subject of and/or arise from and/or are used in the fulfilment of the obligations under the Agreement between Mymundo and the Other Party, are vested in

Mymundo. If the aforementioned rights are not vested in Mymundo, the Other Party is obliged to cooperate fully in the transfer of the relevant rights to Mymundo upon first request.

## 22. Transfer

- 22.1. The Other Party is not permitted to transfer the Agreement, the associated account, or other rights arising from the Agreement to third parties or to allow third parties to use them, unless Mymundo has given its express written consent. The Other Party is permitted to have third parties perform management, maintenance and similar activities, in which case the Other Party is liable for the actions of these third parties.
- 22.2. Mymundo is at all times entitled to transfer the Agreement or the rights and obligations arising from it to third parties.

## 23. GDPR / Privacy

- 23.1. In the context of the Services, Mymundo processes personal data of the Other Party. Personal data is used to:
- (a) implement the Agreement or take pre-contractual measures;
  - (b) inform customers about Mymundo's products and services;
  - (c) conduct market research and analysis to improve Mymundo's services;
  - (d) forward requests for domain name registrations to registering authorities in accordance with Article 21.2.
- 23.2. Mymundo acts as an intermediary for the application, allocation and possible use of a domain name. Such applications are subject to the applicable rules and procedures of the relevant registering authorities, such as the Foundation for Internet Domain Registration in the Netherlands (SIDN). The relevant authority decides on the allocation of a domain name. In order to process the application, Mymundo will, to the extent necessary in the context of the application, provide Personal Data to these authorities.
- 23.3. Mymundo's complete and current privacy statement can be consulted online at [xxxxxxx](#).
- 23.4. The other party acknowledges that Mymundo, as a hosting provider, has an independent retention obligation with regard to traffic and location data based on the Telecommunications Data Retention Act.
- 23.5. Insofar as Mymundo qualifies as a processor within the meaning of the GDPR and only with regard to those specific processing operations, the parties agree on a processing agreement. This processing agreement is attached in the Addendum.
- 23.6. In addition to complying with the GDPR, Mymundo will take into account, to the extent applicable to its Services for users located in Spain, the guidelines and interpretative criteria of the Spanish data protection authority (Spanish Data Protection Agency, AEPD), especially with regard to the use of cookies, legal bases for processing, and data subjects' rights.

## 24. Applicable law and competent court

- 24.1. In relations with Counterparties acting in the course of a profession or commercial activity (B2B), all contracts concluded by Mymundo shall be governed exclusively by Dutch law. All disputes between Mymundo and such Counterparties shall be resolved exclusively by the District Court of Midden-Nederland, located in Lelystad.
- 24.2. In the case of Contracts concluded with Consumers residing in the European Union, the choice of Dutch law will not affect the protection afforded by the mandatory provisions of the law of the Consumer's country of habitual residence. To the extent required by mandatory consumer protection regulations, disputes may be submitted to the competent courts of the Consumer's place of residence.

## **Addendum to the terms and conditions of Mymundo B.V.**

Mymundo may process Personal Data for the benefit of its customers in connection with the performance of the Services. Based on the GDPR, the Other Party in this capacity is designated as the Controller of the Processing of Personal Data and Mymundo as the Processor. This Addendum contains the terms and conditions of this Processing of Personal Data by Mymundo. This Addendum forms part of the general terms and conditions of Mymundo B.V. The same definitions are used in this addendum as in the general terms and conditions. This Addendum only applies if and insofar as Mymundo qualifies as a processor within the meaning of the GDPR.

### **1. Obligations**

Mymundo processes Personal Data only to the extent necessary for or in connection with the performance of the Agreement concluded between the Parties. The Processing of Personal Data by Mymundo is carried out in a proper and careful manner, in accordance with the GDPR and in accordance with the written instructions of the Other Party.

The Other Party shall only Process Personal Data that has been obtained lawfully. The Other Party indemnifies Mymundo against any claims or damage from third parties in relation to the unlawful Processing of Personal Data by the Other Party.

### **2. Sub-processors**

Mymundo is entitled and hereby receives general permission from the Other Party to engage Sub-processors in the Processing of Personal Data, provided that Mymundo ensures that the Sub-processors to be engaged assume at least the same obligations as those incumbent on Mymundo under this Addendum. Mymundo remains the point of contact for the Other Party in this relationship. If Mymundo wishes to make additions or changes with regard to Sub-processors, the Other Party has the right to object to this. If, after consultation, the Parties are unable to reach an adequate solution to the objection, Mymundo has the right to terminate the Agreement with immediate effect.

### **3. Transfer of Personal Data**

Mymundo will only transfer Personal Data to a country outside the European Economic Area if that country guarantees an adequate level of protection and complies with the other obligations incumbent upon it under this Addendum and the GDPR. For example, Mymundo transfers Personal Data for its Website Builder product to a processor in the United States on the basis of an EU model contract. This processor is certified under the EU-US Privacy Shield. This product is therefore registered under the EU Privacy Shield.

In cases where no adequacy decision exists for the destination country, Mymundo will use the standard contractual clauses adopted by the European Commission or other appropriate safeguards permitted under the GDPR and, where applicable, will carry out a transfer impact assessment to ensure an essentially equivalent level of protection.

If the Other Party transfers personal data to countries outside the European Union through the services, the Other Party indemnifies Mymundo against all legal claims from third parties based on the allegation that this personal data is being transferred in violation of the provisions of the GDPR.

### **4. Security**

Mymundo takes appropriate technical and organisational measures to protect Personal Data against loss and any form of unlawful processing. With these measures, Mymundo endeavours to provide an appropriate level of security, taking into account the state of the art, the implementation costs, the risks of processing and the nature, scope and context of the Personal Data to be protected.

### **5. Data breaches**

Mymundo will notify the Other Party immediately after becoming aware of a Data Breach. The notification will contain a description of:

- (a) the Data Breach;
- (b) the nature of the breach (e.g. copying, alteration, deletion, theft, unknown);
- (c) when the Data Breach occurred;
- (d) the number of persons whose Personal Data may be involved in the Data breach;

- (e) the type of Personal Data (including name and address details, National Insurance numbers, telephone numbers, email addresses, access or identification details, financial details), and
- (f) the technical measures taken by Mymundo to stop the breach and prevent future breaches.

At the request of the Other Party, Mymundo will provide further information about the Data Breach, insofar as this is necessary for the Other Party to comply with its legal obligations regarding notification to the Data Protection Authority and the parties involved. The Other Party is obliged to actively assist Mymundo in the event of a Data Breach and the resulting obligation for Mymundo to report this to the Data Protection Authority pursuant to the GDPR or the Telecommunications Act.

6. **Providing assistance**

Mymundo shall assist the Other Party in complying with its obligations under the GDPR.

In the event of a request for access, rectification, erasure or restriction of processing, Mymundo will cooperate by providing all information that the Other Party needs to comply with the request or to proceed with the rectification, erasure or restriction of the Personal Data specified by the Other Party, as soon as possible but no later than ten working days after the Other Party requests Mymundo to do so. All information that the Other Party needs to comply with the request or to proceed with the rectification, erasure or blocking of the Personal Data specified by the Other Party, insofar as the Other Party does not have independent access to this data from Mymundo's services.

7. **Backup of Personal Data**

Mymundo makes a backup copy of all Personal Data at least once a day.

8. **Confidentiality**

Mymundo undertakes to maintain confidentiality during and after the termination of this agreement with regard to all Personal Data that it knows or can reasonably suspect to be confidential. Mymundo guarantees that all its employees who have access to Personal Data are bound by the confidentiality obligation described in this article and will refrain from copying, passing on, transferring or otherwise distributing Personal Data to third parties. This obligation shall not apply if and insofar as disclosure is required by law and/or court order, in which case the information to be disclosed shall be kept to a minimum.

9. **Control**

Mymundo shall make available all information necessary to demonstrate compliance with the obligations set out in this Addendum.

The Other Party has the right to have Mymundo carry out an audit once a year to check the Other Party's obligations under this Addendum, if the Other Party has reasonable grounds to suspect that Mymundo is not complying with its obligations under this Addendum. Mymundo shall offer the Other Party the opportunity to conduct an audit within a reasonable period of time, taking into account the interests of Mymundo. The costs of such an audit shall be borne by the Other Party.

10. **Duration and Termination**

Mymundo's obligations under this Addendum shall continue to apply in full after termination of the agreement if and insofar as Mymundo still has access to Personal Data of the Other Party or its affiliated parties. Upon termination of the agreement, the Other Party may export the Personal Data digitally itself. The Other Party may also choose not to do so, in which case Mymundo will destroy the Personal Data provided to it no later than thirty (30) days after termination or dissolution of the agreement. Mymundo may deviate from this insofar as certain Personal Data is subject to a statutory retention period applicable to it or insofar as this is necessary to prove to the Other Party that it has fulfilled its obligations.

# Privacy and cookie statement Mymundo B.V.

## Introduction

Mymundo B.V. is the place to go for registering domain names, web hosting, email and packages that allow you to build your own websites or web shops. At Mymundo, we are honest about what you get, for a fair price. We are also honest about privacy. In order to deliver and optimise our products, we collect data from our customers, business relations and website visitors. We do everything we can to keep your private data private. We process personal data and other data in accordance with applicable laws and regulations. In this privacy statement, we explain exactly how we do this.

## Applicability

This privacy statement applies to the processing of personal information (personal data) provided by customers and data obtained from the use of our services, such as domain name registration, hosting packages, web shop packages, our email package, and visits to and use of Mymundo's websites.

### 1. How does Mymundo collect personal data?

Mymundo collects personal data when you purchase one of our services for invoicing purposes and to enable the use of the services. You must be able to access your own online environments, and we must also ensure that no unauthorised persons can access your environments. We also collect data when you subscribe to our newsletter, request information, ask a question, respond to our website, or contact us in any other way.

### 2. What personal data does Mymundo collect?

Mymundo collects contact details such as your name, address, telephone number, email address and bank details, as well as data relating to previous orders and use of our services. We collect data about uncompleted orders in order to send a one-off reminder by email to prevent someone else from claiming the domain name you wanted.

We also store when and why we have been in contact with you, for example when you ask our customer service a question. If you use our helpdesk, we will have your contact details and may store the content of the conversations in order to provide you with better service in the future and to improve our own information provision.

In addition to the personal data you provide to Mymundo yourself, Mymundo may collect, record and process additional personal data about your use of our services and website(s). If you use our relocation service, we will ask you for the necessary data to log into your (S)FTP server. We will delete this data once the relocation is complete.

We also collect data about the equipment you use, such as a unique identifier, the version of the operating system and settings of the device you use to visit our website. We also collect data about the use of our website(s), such as the time you visit us and the topics you view. The response (whether you open it or click on a link) to our emails is also recorded at an individual level.

In some cases, personal data may be combined by Mymundo with information from external sources (such as demographic and geographic segments). Based on all this data, we can serve you better and tailor the content of our services to your preferences. If you do not want this, please read section 5 to find out how you can object to this.

### 3. Why does Mymundo collect personal data?

Mymundo processes personal data in order to provide our services. We store data for the purposes of delivery, creating an account, invoicing and communicating with you in the context of those services. We also need your data when processing queries, complaints and refunds. When you place an order, we create a unique quotation and invoice number that is linked to your account.

Mymundo stores your IP address so that we can provide you with an overview of which IP address was used to log into your account or make changes.

When you visit our site, place an order with us or like us, we remember what you need. We do the research and help you with great offers, for example by email. We also use your data to improve our sites. And to show useful advertisements on Facebook and Instagram, for example. You can read more about this under the heading 'cookies'.

### 4. Your personal data and third parties

Mymundo never sells your personal data to third parties. However, we do share personal data within partnerships if this is necessary to provide the service you have requested. We also use systems or services from suppliers, which may give the supplier access to our customers' data. Some of our suppliers are based outside the EU. In all cases, we ensure that these parties offer sufficient guarantees in terms of privacy protection and security. For example, we have made contractual agreements with these suppliers regarding the proper protection of privacy (processing agreement) and we work with the European model contract.

Mymundo acts as an intermediary for the application, allocation and possible use of a domain name. Your application is forwarded to registration authorities, such as the Foundation for Internet Domain Registration in the Netherlands (SIDN) for .nl domain names. That authority decides on the allocation of a domain name. To enable registration, Mymundo forwards your application details to these authorities.

## 5. Your rights

You can always access your data processed by Mymundo free of charge and modify your data if you wish. If you wish, for example because you want to pass it on to another authority, you can obtain your contact, address and bank details from us in a machine-readable format. You can also object to receiving targeted information about our services that we send you by email, telephone, post and/or SMS or via WhatsApp. If you wish to make use of one of these options, please contact us.

You may also ask us to delete your data from our database. Please note that we are not always able to comply with this request. For example, if you are or have been a customer, the tax authorities require us to retain agreements for at least seven years. If you do not want us to contact you with marketing communications, we will need to remember your name and email address in order to exclude you from our future campaigns. If we are unable to comply with your request, we will of course let you know the reason why.

## 6. How does Mymundo protect your data?

At Mymundo, we monitor and secure all our products and services, both visibly and invisibly, against misuse and fraud. We are also strong advocates of responsible disclosure, whereby we are made aware of any potential weaknesses in our security.

Mymundo engages third parties in the provision of its services, such as web development. Insofar as these third parties process your data in the performance of the relevant services, they do so in their capacity as processors for Mymundo.

Mymundo has taken technical and organisational measures to ensure that your data is processed exclusively for the above purposes. The service provider in question only receives the necessary data from Mymundo and the service providers are obliged to protect your personal data. We conclude agreements with all our processors in which we explicitly include this.

## 7. Cookies

Mymundo places cookies when you visit one of our sites. Thanks to these cookies, you do not have to enter or download the same information every time you return to our site. They also help us understand how you use our sites and how we can make them better and more customer-friendly. They also help us to secure the sites. And yes, we also use them for targeted advertising. Below you can read about the types of cookies you may encounter on our site.

### a. Functional cookies

Among other things, to remember your order and login and to prevent fraud.

### b. Analytics cookies

Mymundo uses Google Analytics and Hotjar to collect information about, for example, the date and time someone visits our websites and which pages they view. We use this data to improve our websites, to compile traffic statistics (such as the times of day or days of the week when the websites attract the most visitors) and to measure the popularity of the various parts of the site.

### c. Social media cookies

Our websites display buttons and widgets from the social networks Facebook, X, YouTube, LinkedIn and Instagram, so that you can easily share information about us on social media. These buttons are pieces of code from the social media themselves and use a cookie. This cookie remembers that you are logged in so that you do not have to log in to X or Facebook every time you want to share something.

Facebook and X cookies are only placed if you are logged in to Facebook during a visit to the Mymundo website and give your consent. You can disable this feature by installing a programme such as 'Disconnect' for Chrome and Firefox.

#### d. Personalisation of advertising

Mymundo uses advertising cookies from Google, Facebook, Adform and WiQhit for its websites. We use this technology to make our offerings more interesting. For example, it allows us to show relevant advertisements to people who have previously shown interest in our products on other websites. Believe us, it works. Our advertisements are displayed on external websites using cookies and an analysis of previous user behaviour.

Would you rather not have cookies? You are free to disable cookies in your browser. Please note, however, that the websites will not function optimally. The links below provide specific information about refusing cookies for the most commonly used browsers:

- Cookies and Internet Explorer, see: <https://support.microsoft.com/nl-nl/help/17442/windows-internet-explorer-delete-manage-cookies>
- Cookies and Firefox, see: <https://support.mozilla.org/nl/kb/cookies-informatie-websites-computer-opgeslagen>
- Cookies and Google Chrome, see: <https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DDesktop&hl=en>
- Cookies and Safari, see: [https://support.apple.com/kb/ph19214?locale=nl\\_NL](https://support.apple.com/kb/ph19214?locale=nl_NL)
- Cookies and Opera, see: <http://help.opera.com/Linux/10.10/nl/cookies.html>

#### 8. Questions

If you have any questions or comments about this privacy statement, we would of course like to hear from you. Please let us know via our contact form.

#### 9. Changes to the privacy statement

Mymundo reserves the right to make changes to this privacy statement.