General terms and conditions

Last updated on 30/10/2026

This is an automatic translation of the Dutch original. In case of any discrepancy, the Dutch version is legally binding.

General Terms and Conditions (Last amended: Friday 30 October 2026)

1. Definitions

1.1. General Terms and Conditions: these General Terms and Conditions applicable when entering into an agreement with JAAN, regardless of the form in which they are communicated (on paper or electronically, for example via a website).

1.2. Specific Conditions: from time to time, Specific Conditions may apply in addition to or in replacement of the General Terms and Conditions with regard to certain Products and/or Services, which are available on the Website. These product-specific conditions will be clearly stated and indicated on the Website during the ordering process for the Products and/or Services concerned.

1.3. Client: the natural person or legal entity with whom the Agreement for the supply of JAAN's Products and Services is concluded.

1.4. Products: all movable goods that are the subject of any offer, quotation, Agreement or other legal act in the relationship between JAAN and the Client.

1.5. Services: all work and other activities that are the subject of any offer, quotation, Agreement or other legal act in the relationship between JAAN and the Client.

1.6. Agreement: any mutual acceptance, confirmed in writing or by e-mail, of the supply of one or more Products or Services of JAAN.

1.7. Scheduled maintenance: every component within an IT infrastructure must be maintained regularly in order to continue to guarantee its reliability. Such maintenance is announced in advance by e-mail and always takes place outside Office Hours.

1.8. Emergency maintenance: immediate intervention in a situation that poses a direct threat to the stability/continuity/integrity of the Service.

1.9. Office Hours: Monday to Friday from 09:00 to 17:00. Public holidays, Whit Monday, Easter Monday, Christmas Day and Boxing Day, Ascension Day and New Year's Day fall outside opening hours.

1.10. Force majeure: where there is a case of Force majeure, including but not limited to failures or outages of the internet, the telecommunications infrastructure, synflood, network attack, DDoS attacks, DDoS attacks, power failures, civil unrest, mobilisation, war, transport obstruction, strike, lock-out, business interruptions, stagnation in supply, fire, flood, import restrictions, export restrictions, and in the event that JAAN, for whatever reason, is not enabled to perform by its own suppliers, as a result of which performance of the Agreement cannot reasonably be required of JAAN.

1.11. Response times: the period of time within which a JAAN employee responds to an observation or report of Defects. Automated replies are excluded from this. Diagnosis or resolution of a Defect does not by definition constitute the initial response.

1.12. Technical support: the Client has the option of submitting requests to JAAN for Technical Support. This concerns activities that the Client would in principle carry out itself but for which the Client calls upon JAAN's expertise. Support for third-party scripts or applications is not guaranteed, unless otherwise agreed.

1.13. Defects: all events that are not part of the standard operation of a service and that may cause an interruption or a reduction in the quality of the service.

1.14. Request: a request for Technical Support which must be paid for by the hour. JAAN applies different rates for additional services.

1.15. SLA: Service Level Agreement, a contractual Agreement in which the arrangements regarding

service levels are laid down. It sets out the Services and the qualities of the Services.

1.16. Bandwidth: every web server has 1Gbps of bursting capacity. This means that the speed is practically unlimited and remains optimal even when there are many concurrent users on the server. The amount of data traffic is not unlimited and depends on the product purchased. The latter is described in each individual contract. Additional amounts of data traffic can be settled afterwards or purchased in advance. They are expressed in quantities of gigabytes.

1.17. Equipment: the Equipment supplied by the Client, or made available to the Client by JAAN, such as servers, PCs, network infrastructure and peripherals, which are placed in JAAN's network and further described in the agreement.

1.18. Unavailability: Unavailability exists when a hosting service of JAAN, as a result of an unplanned event, is unusable for any user.

1.19. Website: JAAN operates the following websites, www.smsbox.be, www.jaan.be, www.2mail.eu and www.www4.be

2. Applicability of the General Terms and Conditions

2.1. Unless deviated from in writing by mutual agreement between the parties, the articles below apply to every offer, order or Agreement of or with JAAN.

2.2. General terms and conditions of the Client or third parties are not binding on JAAN and do not apply.

3. Offer, acceptance and commencement of the Agreement

3.1. All offers and quotations drawn up by JAAN are without obligation, unless stated otherwise in writing or by e-mail.

3.2. An offer or quotation made by JAAN is valid for 14 days, unless stated otherwise.

3.3. An Agreement is concluded on the day on which the following conditions have been met: the offer or contract form, completed and signed by the Client, has been received and accepted by JAAN.

3.4. Agreements are always entered into for a period of twelve (12) months, unless otherwise agreed. Early termination is excluded.

3.5. After expiry of the agreed period, Agreements are each time tacitly renewed for a period of twelve (12) months (see also point 5.2).

3.6. JAAN reserves the right to refuse a request to enter into an Agreement without stating reasons. JAAN only accepts Clients who demonstrably carry out legitimate and legally permitted activities.

4. Prices and rates

4.1. All prices and rates stated by JAAN are in € (euro).

4.2. All prices stated on the website, as well as agreed prices, are exclusive of 21% VAT.

4.3. JAAN is entitled at all times to adjust its prices and rates. Unless it has been expressly agreed in writing that prices and rates apply for a specific period, announced price changes with regard to the supply of Products and/or Services take effect 1 (one) month after their announcement.

4.4. As a hoster, JAAN is obliged to license all Microsoft services via Microsoft's SPLA licensing model. Microsoft reserves the right to adjust the prices of these licences, JAAN reserves the right to pass these price changes on to the client. The Client will be informed of this well in advance.

4.5. If the Client does not agree to a change in prices and/or rates announced by JAAN, the Client has the right to terminate the Agreement with JAAN in writing within 8 (eight) days after the announced change, with effect from the date on which the price change in question takes effect.

5. Duration and termination

5.1. The Agreement is entered into for an indefinite period with a minimum term of 12 (twelve) months, unless otherwise agreed.

5.2. The Agreement can only be terminated in writing as of the end of a calendar month and after expiry of the minimum term, subject to a notice period of 2 (two) months. By way of derogation from articles 5.1 and 5.2, the Client may terminate the Service concerned without notice period or termination fee in the case provided for in article 7.3 of the Data Processing Agreement (a well-founded objection to a new sub-processor that cannot be resolved).

5.3. JAAN may terminate the agreement with immediate effect if it appears that the Client is violating the terms of use.

6. Delivery and delivery time

6.1. Stated terms for the delivery by JAAN of Products and/or Services serve only as a guideline.

6.2. In the event of force majeure on the part of JAAN, the term will be extended by the duration of that force majeure. Excessive exceeding of the delivery time may be regarded as grounds for dissolution of the Agreement.

6.3. All goods delivered to the Client remain the property of JAAN until the Client has paid in full all amounts owed to JAAN.

7. Force majeure

7.1. There is no attributable failure on the part of JAAN where there is a case of Force majeure.

7.2. If the period of Force majeure has lasted longer than 60 (sixty) consecutive days, the Client has the right to dissolve the Agreement extrajudicially in writing, without JAAN being obliged to pay any compensation for the damage suffered by the Client as a result of that dissolution. JAAN is entitled to payment by the Client for all Products and/or Services delivered to the Client up to the time of dissolution.

8. Payment terms

8.1. The Client's payment obligation commences on the day on which the Agreement is concluded. Payment relates to the period commencing on the day of the actual availability of JAAN's Products and Services.

8.2. The remuneration due under the Agreement is exclusive of 21% VAT.

8.3. JAAN sends the Client an invoice per payment period for the costs associated with the Agreement.

8.4. If the Client has not paid on time, the Client will be notified of this and a further payment term will be set. If payment is not made within that term either, the Client is in default without further notice of default.

8.5. Since JAAN provides services exclusively to businesses (B2B), the Act of 2 August 2002 on combating late payment in commercial transactions applies. If amounts due cannot be collected due to the Client's actions, default interest equal to the statutory reference interest rate increased by 8 percentage points is due by operation of law and without prior notice of default, plus fixed compensation of at least €40 per unpaid invoice for collection costs. Interest accrues automatically from the due date of the invoice.

8.6. As soon as the Client is unable or unwilling to pay amounts due, the Client shall immediately inform JAAN thereof in order to enable JAAN to seek solutions together with the client for the benefit of all parties. If payments fail to materialise, JAAN reserves the right to restrict or terminate the provision of services.

9. Intellectual property rights

9.1. The Client must respect the intellectual property rights relating to protected software and/or other works (including so-called “shareware”) and indemnifies JAAN against any claim. (E.g. in the case of hosting)

9.2. All intellectual property rights to all systems, documents and other works to which the Client gains access in the context of the provision of the Services rest exclusively with JAAN or its licensors. In this respect, the Client is only granted a temporary, personal, non-exclusive and non-transferable right of use insofar as this is necessary for the use of the Services. This right of use ends immediately upon termination of the provision of the Services to the Client by JAAN.

9.3. Access numbers, domain names, keywords and other keys and access codes, numbers and words (the **Codes**) which are made available to the Client by JAAN in the context of the provision of Services are only made available for the duration of the provision of the Services to the Client. After termination of the provision of the Services to the Client in the context of which one or more Codes had been made available to the Client, the Client no longer has any claim to these Codes and JAAN is free to reissue them to another client or to use them itself.

9.4. Material produced by JAAN is and remains the property of JAAN.

10. Warranty and liability

10.1. JAAN undertakes to make every effort to provide its clients with an “excellent service”.

10.2. JAAN is not liable for damage resulting from the intervention of third parties on which it depends for the provision of the Services, such as transmission services, mobile operators, registries and connectivity suppliers, without prejudice to its liability for its sub-processors as provided for in the Data Processing Agreement.

10.3. In the event of an attributable failure in the performance of the Agreement, JAAN is only liable for substitute compensation, i.e. compensation for the value of the performance that was not delivered. Any liability of JAAN for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost turnover or profit.

10.4. The Client indemnifies JAAN against all claims for compensation that third parties may assert in respect of damage arising in any way from the unlawful or careless use of the Products and Services of JAAN delivered to the Client.

10.5. JAAN takes appropriate technical and organisational measures to safeguard the security of connections and stored data, including the use of encrypted connections (SSL/TLS) in accordance with common industry standards. However, given the nature of the internet, in which information is transmitted via multiple nodes, local networks and wireless connections, JAAN cannot guarantee the absolute security of data transmission outside its own infrastructure. JAAN is not liable for damage resulting from misuse or interception by third parties beyond the reasonable security measures taken by JAAN.

10.6. JAAN is not responsible or liable for the content of promotional material supplied by the Client.

10.7. The Client is liable for all damage that JAAN may suffer as a result of a failure attributable to the Client in the performance of the obligations arising from the Agreement and these terms and conditions.

10.8. The Client must immediately notify JAAN in writing of any changes to the Client's details. If the Client fails to do so, the Client is liable for any damage that JAAN suffers as a result.

11. Transfer of rights and obligations

11.1. The parties are not entitled to transfer their rights or obligations arising from an Agreement to third parties without the prior written consent of the other party.

12. Maintenance

12.1. JAAN has the right to temporarily take delivered Services out of operation for the purpose of

maintenance work. In the case of Scheduled Maintenance, JAAN must, however, notify the Client of this by e-mail at least 2 days in advance. Scheduled Maintenance always takes place after office hours.

12.2. In the event of a serious cybersecurity incident that significantly affects the availability, integrity or confidentiality of the Services, JAAN will inform the Client as soon as possible, and at the latest within 24 hours after the incident has been established. In accordance with the Belgian NIS2 Act (Act of 26 April 2024), JAAN is obliged to report significant incidents to the Centre for Cybersecurity Belgium (CCB). The Client shall immediately inform JAAN of any incident or security risk of which it becomes aware in the context of the Services provided. The same period of twenty-four (24) hours applies to any breach relating to the Client's personal data, as provided for in article 10 of the Data Processing Agreement.

13. Provision of data by the Client

13.1. The Client shall always provide JAAN, in a timely and complete manner, with the data requested by JAAN and all other information necessary for the supply of the Products and/or Services.

13.2. The Client warrants that the information referred to in article 13.1 is correct and complete, and also that it is entitled to provide the information to JAAN for the purpose of the supply of the Products and/or Services. The Client indemnifies JAAN against any claims by third parties in this respect.

14. Confidentiality

14.1. The parties undertake to maintain confidentiality with regard to all confidential information they receive about the other party's business. The parties also impose this obligation on their employees as well as on third parties engaged by them for the performance of the Agreement between the parties.

14.2. Information is in any case deemed confidential if it has been designated as such by one of the parties.

14.3. The processing of your personal data is handled with the utmost care. More information can be found in our Privacy Policy via https://www.jaan.be/en/privacy-policy

14.4. Where JAAN processes personal data on behalf of the Client in the context of the Services, JAAN acts as processor and the Client as controller within the meaning of the GDPR. JAAN's Data Processing Agreement, available at jaan.be/verwerkersovereenkomst, forms an integral part of the Agreement and constitutes the contract referred to in Article 28(3) GDPR. Should the Client wish to sign the standard contractual clauses of Commission Implementing Decision (EU) 2021/915, the Annexes to the Data Processing Agreement complete Annexes II to IV thereof. The Client is responsible for the lawfulness of the processing it has carried out via the Services.

14.5. JAAN may engage sub-processors for the provision of the Services in accordance with the Data Processing Agreement. Telecom operators, SMS aggregators, third-party messaging platforms and receiving mail servers that are solely responsible for passing on messages to the recipient are not sub-processors of JAAN or of the Client. JAAN is not liable for the delivery, the delivery time or the functioning of these transmission services, without prejudice to its own obligations under the Data Processing Agreement.

14.6. The identity of JAAN's sub-processors, transmission services and other suppliers, however communicated, is deemed to have been designated as confidential within the meaning of articles 14.1 and 14.2. The Client shall use that information exclusively for compliance with its obligations under the GDPR. During the term of the Agreement and for twelve (12) months after its end, the Client shall not, either directly or through a third party, purchase services of a similar nature from suppliers that have become known to it through JAAN, unless with the prior written consent of JAAN. In the event of a breach, the Client shall owe liquidated damages equal to the amounts invoiced by JAAN in the twelve (12) months preceding the breach, with a minimum of two thousand five hundred (2,500) euros, without prejudice to JAAN's right to prove greater damage. This article in no way limits the rights of the Client as controller to obtain information about sub-processors, to object or to have audits carried out.

14.7. After the end of the Agreement or of a Service, JAAN erases or anonymises the Client's data within ninety (90) days, including back-ups in accordance with their normal rotation, unless the Client requests their return in writing no later than at that end or a statutory retention obligation applies. The Client shall export its data itself via the Services before the end, or request an export in good time at the applicable rate.

15. Insurance

15.1. The Client is responsible for insuring its own Equipment (e.g. in the case of server colocation in a data centre) against all risks, including but not limited to, fire, theft and flooding.

16. Dispute resolution and applicable law

16.1. If, by judicial decision, one or more articles of these terms and conditions are declared invalid, the remaining provisions of these General Terms and Conditions will remain in full force and JAAN and the Client will enter into consultation in order to agree on new provisions to replace the null and void or annulled provisions, taking into account as far as possible the purpose and scope of the null and void or annulled provisions.

16.2. The Agreement is exclusively governed by Belgian law.

16.3. In the event of any disputes, the courts of Ghent have jurisdiction.

17. Amendments

17.1. JAAN reserves the right to amend these General Rules and Conditions. Amendments will always be published on our Websites prior to their entry into force. It is advisable to consult these Terms and Conditions regularly so that you are aware of these amendments.

18. Acceptable use

18.1. The Client is only entitled to use the Services of JAAN for lawful purposes and in accordance with applicable laws and regulations.

18.2. The Client is prohibited from hosting, distributing or otherwise making available via the Services of JAAN any content that is contrary to the law, public order or public morality, including but not limited to: illegal software, infringing material, child pornography, hate-inciting content or content that harms third parties.

18.3. In accordance with the Digital Services Act (Regulation (EU) 2022/2065, in force since 17 February 2024), JAAN has a reporting point for illegal content. Reports of suspected illegal content or activities can be submitted via the contact form at https://www.jaan.be/contact. JAAN handles such reports without undue delay and acts in accordance with the applicable legal obligations.

18.4. JAAN reserves the right, without prior notice, to remove, block or make inaccessible content if JAAN reasonably suspects that it is contrary to the provisions of this article, applicable legislation or a court order.

18.5. In the event of a breach of this article, JAAN is entitled to terminate the Agreement with immediate effect in accordance with article 5.3, without prejudice to JAAN's right to compensation for all damage arising therefrom.

19. Limitation period

19.1. Without prejudice to mandatory statutory limitation periods, claims and complaints arising from or related to the Agreement must be submitted within 1 (one) year after the date on which the Client knew or could reasonably have known of the facts on which the claim or complaint is based. After expiry of this period, any right of action lapses.