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Terms and Conditions

All these terms and conditions are applicable to all services and products provided by **Atmos Comm. V. (BE 0751.585.890)** or any daughter or sister companies.

If these terms and conditions change you will always get notified in advance.

Please read and follow these terms and conditions.

Article 1 - Applicability Conditions

1.1 The General Conditions shall apply to and form part of all offers, agreements and other legal acts, whether oral, written, electronic or any other form are made on delivery by ATMOS services to or on behalf of the Customer.

1.2 The General Conditions also apply to services where ATMOS wholly or partially provides services to third parties involved, whether or not processed, and provided to the Customer. This includes services implemented by the offer, contract or other legal act, commissioned by ATMOS and delivered by a third party, to the Customer.

1.3 Deviations from the General Conditions are valid only if expressly agreed in writing by ATMOS to the client and advance.

1.4 ATMOS explicitly rejects the applicability of any general (purchase or sale) conditions of the Customer.

1.5 If and to the extent any provision of the Terms is declared invalid or unenforceable, the remaining provisions of the Terms remain in effect. ATMOS and Customer shall then consult with each other on a new provision to replace the null / nullified stipulation, with the intent of the null / nullified stipulation being taken into account.

1.6 ATMOS is entitled to amend these terms and conditions at any time. Changes will apply in respect of agreements already concluded with a notice period of 30 days after written notification of the change. If the Customer does not accept the changes prior to the date of implementation or on receipt of the notice of change the agreement will be terminated. In this case no (partial) refund of fees will be paid.

Article 2 - Agreement

- 2.1** All offers from ATMOS are free, unless stated explicitly in writing.
- 2.2** All quotations made by or on behalf of ATMOS are free, unless stated otherwise by ATMOS writing or by email.
- 2.3** A contract is formed by a User when an order is placed on the ATMOS or any daughter or sister company websites.
- 2.4** Additions and amendments to the contract may be made only in writing.
- 2.5** The agreement is valid for 12 months, unless otherwise agreed.
- 2.6** The Agreement shall be automatically renewed for the same period unless it is terminated via an email of the Customer not later than 2 (two) months before the end of the Agreement. If the Customer is a consumer, an Agreement for a period of one year will be entered into. The Customer has the right to terminate with a notice period of 2 (two) months. If the Customer does not terminate, the Agreement is automatically extended to a contract of indefinite duration. The Customer, in this case, has the right to terminate the Agreement with a notice period of 2 (two) months. Costs or non-cancelable charges made by ATMOS, commissioned by the Customer, after entering the agreement are non-refundable at termination and remain payable after the cancellation.
- 2.7** Declared deadlines for the delivery of services by ATMOS are for guidance only and are therefore never actionable, unless expressly agreed otherwise in writing.
- 2.8** Leaving ATMOS without notifying ATMOS within the stated termination time will result in a termination of the Agreement and a fee that needs to be paid by the Customer, starting from € 100,- , depending on the damage done.

Article 3 - Domain Registration

- 3.1** Request and use of a domain and / or IP addresses are subject to the prevailing rules and procedures of the relevant registration authorities, including but not limited to the Foundation for Internet Domain Registration in Belgium. The relevant body decides on the granting of domain and / or IP addresses. ATMOS only plays a mediating role in the application and does not guarantee that a request will be

honored.

3.2 The Customer indemnifies ATMOS against all claims from third parties in connection with the use of the domain name. This also applies to anonymous domains.

3.3 If the Customer has registered the domain name anonymously with ATMOS, ATMOS has the right at any time to declare the account holders personal data to any third party.

3.4 In the case of anonymous domains, the Customer shall be responsible for the domain name. Any costs incurred will be recouped from Customers.

3.5 It is not permitted to register anonymous domain names, which are filed as a trademark or registered with the Chamber of Commerce.

3.6 ATMOS reserves the right to modify anonymous domain Customer data.

3.7 If the Customer transfers a domain without notifying ATMOS in advance getting a confirmation from ATMOS. ATMOS has the right to charge the Customer with a fee, starting from € 100,- , depending on the obligations ATMOS has with the authorized Registrar for that domain(s). The previous stated Agreement in Article 2 will be automatically terminated.

3.8 ATMOS always has the right to (automatically) initiate a Registrar and Transfer Lock on all registered domains through it's website(s).

Article 4 – Hosting & VPS

4.1 ATMOS has an obligation regarding the availability of the server and the network, according to the Service Level Agreement. We guarantee a 99.9% Uptime for all our shared hosting Customers. ATMOS is not liable if this level is not achieved at any time. Uptimes for all other products are not stated unless done so in a written notice.

4.2 ATMOS is not liable for failure or unavailability due to force majeure, as well as failures in the Internet or from other providers, power failures, third party fraud or failure or unavailability of a similar site.

4.3 The Customer may not use the Services and / or provided disk space in the event of the following:

a. Actions and or behavior contrary to the applicable legal provisions, Netiquette, or

the guidelines of the Advertising Code Committee;

b. Sending unsolicited email and / or posting large numbers of newsgroups on the Internet posting of a message with the same content (spamming);

c. Violating copyright works or otherwise violating the intellectual property rights of third parties;

d. Publication or dissemination of criminal acts and / or video or audio material, including child pornography, racist material and discriminatory statements; ATMOS has the right to notify the authorized authorities in this case without notifying the Customer in advance;

e. Sexual harassment or harassment of any other kind;

f. Access without consent from other computers or sites on the Internet or an intranet, whether or not any security is breached and / or access is gained by a technical intervention using false signals or a false key, or by adopting a false identity (hacking);

g. Spreading computer viruses;

h. Any other act in violation of the law, the code of conduct, as well as what is proper in society.

4.4 The Customer is not allowed to rent or to offer use by third parties of available disk space. This article only applies to Web Hosting and not to VPS, Reseller Hosting and Cloud Servers.

4.5 ATMOS is in the following cases allowed, with immediate effect to completely block all use or remove a Customer's website from the server without notice and without giving reason. In this case the Customer does not have any right to compensation and is required to refund all damages as a result of the offence to third parties. Non-payable subscription fees will be returned or settled:

a. If a Customer violates the law or if there is a serious suspicion that a violation exists;

b. If a Customer's website or part of the website causes, or is likely to cause the 'interruption' or the unavailability of a ATMOS server;

c. If it appears that the Customer gave false and / or incorrect personal or business information. Damage done by providing false information will be charged;

d. If it appears that the Customer Agreement was entered into under false pretences.

4.6 ATMOS has no influence on the information provided on the site or distributed

through the servers and is not liable for any consequences. Nor is ATMOS liable for the disclosure of confidential information. The Customer is responsible for the use of credit card payments and acceptance or the use of electronic money through the site or otherwise.

4.7 The Customer is responsible for exceeding the agreed amount of traffic in accordance with the agreed terms.

4.8 If the Customer exceeds the agreed amount of data, ATMOS is entitled, on the basis of actual costs to levy a charge. The standard costing rate is EUR 0.50 per 500 Mega Byte.

4.9 The Customer is responsible for regular backup of all files on the server. ATMOS also takes regular backups but has no responsibility for any loss of data or resulting damage. Unless stated otherwise in a written SLA or Contract with the Customer.

4.10 ATMOS is entitled to close an application (temporarily) without prior notice and / or limit the extent necessary for required maintenance or improvement of the system or the application's use.

4.11 The temporary unavailability or reduced availability of the Customer's application gives no right to any refund of (part of) an invoice.

4.12 The Customer is expressly prohibited to use IRC (Internet Relay Chat), or any other similar programs.

4.13 The Customer is expressly not allowed to set up a Chat service without written permission from ATMOS. (Also applicable to VPS Servers and/or any other provided products)

4.14 The Customer is expressly not allowed to set an (anonymous) proxy.

4.15 MySQL databases are subject to Fair use policy (both number and storage). In extreme cases, ATMOS may restrict the number of databases and / or storage. This article only applies to Web Hosting, not VPS Hosting and Cloud Servers.

4.16 The Customer is expressly prohibited from using ATMOS servers (Not applicable to VPS Servers or Cloud products) as a backup and / or file storage (other than the for the site of a Customer and possibly some backups thereof), including the provision of file, picture or video sharing and use of web space service as a backup medium. Cloud Servers are allowed. With written permission ATMOS could make a change to this policy for a specific individual.

4.17 Unlimited data traffic is available only on the basis of Fair Use Policy.

4.18 DDoS attacks and maintenance are excluded from the uptime guarantee offer.

4.19 ATMOS will maintain Cloud Servers and obligates itself to keep this up2date.

This will only happen if newer versions won't have any consequences on the integrity of your VPS environment. If this still happens, ATMOS can't be held accountable.

4.20 Monitoring your server is done 24 hours a day if this package is applied. If necessary, in case of malfunctions, immediate action is taken by the provider and ATMOS. ATMOS is not responsible for damage caused by third parties or Customers of a VPS environment. All repairs due to the afore mentioned causes will be charged according to the ATMOS service rate. This article only applies to VPS and Cloud Servers, not to regular Web Hosting.

4.21 The Customer is obliged to pass all implemented changes to his setup to ATMOS to prevent any patching problems. This article only applies to VPS and Cloud Servers, not to regular Web Hosting.

Article 5 - Decommissioning

5.1 ATMOS has the right to postpone, cancel and / or limit the use of provided services (temporarily) if a Client fails to comply with its contract obligation to ATMOS and / or breaches these terms and conditions and / or at the request of a competent authority. The Client's obligation to pay the amounts owed remains despite decommissioning operations.

5.2 Recommissioning will be carried out as soon as possible after the Client has fulfilled its obligations and a fixed amount payment for the completion of the matter has been met and / or if ATMOS has permission from a competent authority.

Article 6 - Prices and rates

6.1 All prices quoted by ATMOS and rates are in Euros unless otherwise stated previously and explicitly in writing.

6.2 All prices and rates quoted by ATMOS are exclusive of sales tax (VAT) and any

other charges imposed by the government, and exclude transportation and delivery costs in respect of travel and accommodation, unless explicitly stated otherwise in writing.

6.3 ATMOS is entitled at any time to adjust prices and rates with a notice period of one (1) month after the announcement. Inflation of existing contract pricing not included.

6.4 The Customer may terminate at the effective date of the price change. Notice of termination must be made by an email to support@atmoshosting.com

Article 7 - Payment

7.1 The Clients payment starts on the day the contract is made. The payment covers the period beginning on the day of the actual provision of services by ATMOS.

7.2 The Customer shall pay within the term mentioned on the invoice. If the date of payment is not indicated on an invoice then it will be payable within 14 (fourteen) days.

7.3 All payments made by a Customer to ATMOS will be deducted from the oldest outstanding invoice belonging to that Customer, regardless of any other statement from the Customer.

7.4 Any appeal by the Customer for suspension, reduction or deduction is not allowed.

7.5 If any Customer invoice is not paid within the agreed payment terms, the Customer shall be in default without any notice or summons required.

7.6 If payment is not received by the maturity of an invoice, a Customer who is a consumer will be required to pay statutory interest (5%) on the amount due and with a minimum of € 5,- EUR. A Customer acting on behalf of a profession or business will be subject to additional charges of 5% interest per month.

7.7 If the Customer remains in default of the amount due, plus interest, in accordance with Article 7.6, an additional charge of € 35, - excluding VAT will become due.

7.8 By failure to settle invoices ATMOS will pass the claim for collection. The Customer is, in this case, liable for the payment of interest in addition to the payment

of the outstanding invoice and reminder costs required for compensation for any loss suffered by ATMOS, and all judicial and extrajudicial costs.

7.9 If the Customer believes that an invoice is incorrect, objections must be made within two (2) weeks of the invoice date. Upon receipt of the objection ATMOS will initiate an investigation. When objections are not filed on time, the invoiced amount will be collected or deemed to be correct and accepted by the Customer.

7.10 If a Customer uses direct debit payment ATMOS will automatically collect the amount owed from the client's bank account. The Customer is responsible for the accuracy of the bank details provided, including but not limited to the account and the due date.

7.11 If a Customer cancels an automatic debit payment an extra administration charge will be levied.

Article 8 - Termination

8.1 The Customer shall conform to the termination agreement. Article 2.6 & Article 6.4. ATMOS will send a confirmation email for each termination request received.

8.2 Each party is entitled to terminate the agreement by extrajudicial dissolution if the other party fails in performance of obligations under the Agreement and such failure, after having been declared in default, is not restored within a reasonable period of the agreement. Dissolution will not relieve the Customer from any payment in respect of services already provided by ATMOS, unless ATMOS is in default, relating to these services.

8.3 ATMOS is entitled to terminate the contract without notice and / or judicial intervention with immediate effect if:

- 1.** The Customer is declared bankrupt;
- 2.** The Customer temporarily or permanently suspends payments required;
- 3.** The Customer has lost its power of free control (part of);
- 4.** ATMOS has reason to doubt the financial resources of the Customer to comply (in time) to its obligations under the agreement.

8.4 ATMOS is entitled to terminate the agreement without judicial intervention with immediate effect or to work outside of the agreement in the cases under Article 4.

8.5 In the event of termination due to the preceding paragraphs, the Customer will not be entitled to any compensation.

Article 9 - Liability

9.1 ATMOS in its activities depends on the cooperation, services and supplies from third parties. Where ATMOS can exercise little or no influence ATMOS is not liable for any damage arising from the relationship between the Client and ATMOS or the termination thereof, regardless of whether the damage occurred during or after the relationship with ATMOS.

9.2 Any liability of ATMOS for any other form of damage is excluded, including any form of additional compensation, compensation for indirect or consequential damages and damages for loss of earnings or sales and / or corruption or loss of data.

9.3 The Customer indemnifies ATMOS of all claims from third parties in respect of damage caused by improper or careless use of the services provided to the Customer or by ATMOS in any way. This shall include, but not be limited to a fine from SIDN for a removal of any domain name without the permission of the copyright holder and damages to a third party from whom the property is moved illegally.

9.4 If and insofar as ATMOS is required to pay (proven and legitimate) compensation or damages, proven by the customer, to the Customer, such compensation is only recoverable to a maximum of € 300, -.

9.5 The Customer is liable for all damages ATMOS may suffer as a result of a Customer's shortcoming in the fulfillment of the obligations arising from the agreement and these terms and conditions.

9.6 Changes to Customer data must be immediately notified in writing to ATMOS. In the absence of this, a Customer is liable for any damages the Customer or ATMOS suffer as a result.

Article 10 - Personal

10.1 The Client, when entering into an agreement, gives express consent to process submitted data and / or store it in a database for the purpose of execution of the agreement.

10.2 ATMOS will change personal details, if possible, on request by the Customer.

10.3 Old invoices or any other documents where the previous personal details of customers were used can't be changed by ATMOS due to obligations with the law. ATMOS will try to change the information but only if this is possible.

10.4 ATMOS always has the right, if needed, to check information on your hosting accounts, servers, ... Including email traffic and/or any other content and information.

10.5 ATMOS always has the right to provide content and information to the requesting authorities if there is a grounded reason of suspicion. We will always comply with authorities.

Article 11 - Disputes

11.1 All cases in which these Terms and Conditions do not provide a definitive decision on behalf of the Customer or ATMOS.

11.2 All disputes between ATMOS and the Customer shall be governed by Belgian law.

11.3 All disputes between ATMOS and the Customer shall be submitted exclusively to the competent court in Mechelen, Belgium.

Webspace and traffic without restrictions

Important

It is important that the website is developed by means of suitable programming so that it doesn't take up a lot of unnecessary memory on our servers. In this way ATMOS can continue to ensure the best loading time for every website.

Not allowed

The deliberate abuse of unlimited web space and traffic is not allowed. The only content that should be hosted is that of which you own the rights. It is not allowed to use the storage space for uploading, archiving, sharing or backing up files that are not intended for maintaining the website. And ofcourse it is not allowed to host a website with the main purpose to generate data for another website.

It is only permitted to sell (parts of) the hosting package or to make it available to others if you are registered as an official reseller/partner of ATMOS or if you are the owner of a VPS Server or Cloud Server.

In case of abuse of our unlimited hosting and traffic package we are permitted to limit its use. Of course, we will contact you to figure out the best solution.

Antispam policy

The Antispam Policy applies to all Shared Hosting, Co-Located Hosting, Dedicated Hosting, Cloud Hosting and other Hosting services of ATMOS.

What is spam?

Spam is defined as unsolicited bulk email (UBE), for example: mail in large quantities (bulk) and unsolicited (unsolicited) is sent. Unsolicited means that the recipient has authorised the sending of the email with no demonstrable and explicit permission. Bulk means that the email is part of a larger quantity of emails, which are identical for each of a substantial part.

How to send unsolicited and bulk emails but avoid sending spam. Unsolicited emails are normal and accepted, think about personal contact, any email sent to a person you have been in contact with by telephone or face-to-face for instance, could be classed as unsolicited. Bulk emails are also normal and accepted, and are subscribed to by many individuals. These can include mail-outs of special offers or newsletters. At ATMOS we have a policy for every Shared Hosting and Business Account on a Shared Server, that our clients can only send 100 mails per hour. This to prevent abuse of our servers. Only the combination of unsolicited and bulk emails creates spam.

These often (but not always) involve commercial mail: someone wants to sell a product, from Viagra or a mortgage to Prozac or porn. However, unsolicited announcements of cultural events, political or activist calls and the like fall under the heading of spam.

But it's for a good cause! Could that be right? Even for a charity, you may not spam. Additionally, you can find a charity (a call for a demonstration or collecting a signature) is another unwanted political expression.

How can I do a mailing?

You may only send mass email when the recipients have demonstrably opted to receive it. This principle is called confirmed opt-in. Any other method of mass mail (opt-out/opt-in) is NOT allowed within our network.

What exactly is the right way?

The owner of an email address must have given explicit and demonstrable permission to receive email from a mailing list.

This can be verified by using confirmed opt-in. Following registration, the owner of an email address will be sent a request to confirm whether he/she really wants to sign up for the mailing list (or for a newsletter or something similar). If the owner of the known email address does not send the confirmation back, it must be assumed that someone else has given the address (or that the perceived owner has invented it). If the holder of an email address confirming the demand, explicitly states that they agree to receive emails via the mailing list they are using confirmed opt-in.

To be totally correct, use of a unique confirmation code is recommended. Confirmation can only be made with that code. This has the advantage that others cannot falsify the confirmation.

There could be, in the confirmation email, a specified address where the owner of the email can report suspected abuse. In this way, it is possible to assess whether the mailing list is being abused.

It is intended that a user gives explicit permission and arguably a subscription to receive email from a mailing list. If they do not give this permission and still receive email from that mailing list, those emails can be interpreted as spam.

What does the law say?

Unfortunately, the legislation on spam etc. is not regulated properly at this time. There are some new laws in process which should add extra clarity. Until then, according to our Terms and Conditions these activities are not allowed through or on our network.

I have received an email with a spam complaint. What now?

We are very clear in this. You need to take action to prevent recurrence. We give no more than 1 (one) warning before we close off our service. If it is a “known spammer”, we will end the service immediately.

But the complaint is unjustified!

That is something for us to judge. Please note that all mail outs are subject to an opt-in strategy. We can request that you show us the opt-in confirmation of the complaining party. If you cannot show this, we have to assume that it is spam.

Why do you take such strict action?

Because, spam can subject our network and our name to negative publicity. Because it may no longer be possible for our Customers to deal with certain providers if we appear on so-called blacklists. To keep our good name because we cannot provide an optimal service otherwise, so Customers go away, or we miss out on potential Customers. This is obviously a situation that we always want to avoid.

ATMOS Appendix Data processing

Article 1 - Definitions

Names and terms in this Appendix that are written with a capital letter have the following meaning:

1.1 Personal data: all information about an identified or identifiable natural or legal person;

1.2 Processing: an operation or a whole of operations relating to Personal Data or a set of Personal Data, whether automated or not, such as collecting, recording, organizing, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of transmission, distribution or otherwise making available, aligning or combining, blocking, erasing or destroying data;

1.3 Privacy legislation: all applicable laws and regulations on the processing of personal data - but not limited to - the General Data Protection Regulation;

1.4 Data breach (es): a personal data breach, which means any breach of security that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to stored or otherwise stored processed data.

1.5 Processing Controller: Customer, being the (legal) person who (alone or together with others) determines the purpose and the means for the Processing of personal data and is obliged, on the basis of Privacy Legislation, to take the guarantees that are necessary for that Processing;

1.6 Processor: ATMOS, being the (legal) person who processes Personal Data on behalf of the Processing Officer;

1.7 Sub-processor: the (legal) person who in turn processes Personal Data for NIS;

1.8 Agreement: The Agreement concluded between the Parties with regard to the services provided by ATMOS to the Customer, of which this Appendix forms an appendix;

Article 2 - Subject

2.1 ATMOS will process Personal Data on behalf of the Customer at or in connection with the execution of its Services.

2.2 On the basis of Privacy Legislation, the Client is regarded in this capacity as the Processing Officer of the Processing of Personal Data and ATMOS as a Processor. This Appendix contains the conditions and conditions of this Processing of Personal Data by ATMOS.

Article 3 - Obligations of ATMOS

3.1 ATMOS processes Personal Data only to the extent necessary with or in connection with the execution of the Agreement concluded between the Parties. The Processing of Personal Data by ATMOS takes place in a proper and careful manner, in accordance with the Privacy Act and in accordance with the (written) instructions from the Client. Customer guarantees that instructions given by him/her are in accordance with Privacy legislation.

Article 4 - Sub-processors

4.1 ATMOS is entitled to engage Sub-processors in the Processing of Personal Data, provided that ATMOS ensures that Sub-processors take on at least the same obligations as rest on ATMOS based on this Appendix.

4.2 ATMOS will remain the Customer's point of contact in this ratio.

Article 5 - Transfer of Personal Data

5.1 ATMOS will only pass on Personal Data to a country outside the European Economic Area, provided that that country guarantees an adequate level of protection and complies with the other obligations imposed on it by virtue of this Appendix and Privacy Legislation.

5.2 ATMOS will only pass on Personal Data to the United States on the basis of an EU model contract or to companies certified by the US Department of Commerce on the basis of the Privacy Shield.

Article 6 - Security

6.1 ATMOS will endeavor to take sufficient appropriate technical and organizational measures to secure the servers (hardware) and the Personal Data stored thereon against loss and against any form of unlawful Processing. These measures guarantee, taking into account the state of the art, the implementation costs, an appropriate level of security in view of the risks of the Processing and the nature, scope and context of the Personal Data to be protected.

6.2 Customer is responsible for taking appropriate technical and organizational security measures with regard to the software and applications used.

Article 7 - Reporting obligation

7.1 In order to enable the Customer to comply with the statutory Reporting Requirements for Data breaches, ATMOS will inform the Client of this immediately after it has taken note of a Data breach. This notification as includes a description of:

- the Data breach;
- the nature of the infringement (including copying, changing, deletion, theft, unknown);
- when the Data breach has taken place;
- the technical measures taken by ATMOS to stop the infringement and prevent future infringements.

7.2 ATMOS will provide further information on the Data breach at the request of the Client, insofar as necessary for the Client to comply with its legal obligations regarding notification to the Authority for Personal Data and the Parties Concerned.

7.3 ATMOS can have the obligation to report (security) incidents and Data Leaks independently to the authorized authorities.

Article 8 - Rights of Data Subject(s)

8.1 Taking into account the nature of the processing, ATMOS will, as far as possible, assist the Processing Officer in fulfilling his duty to respond to requests for exercising the rights of the Data Subject(s) laid down in Chapter III GDPR, by means of appropriate technical data and organizational measures.

8.2 ATMOS will immediately notify the Client of a request(s) of the Data Subjects directly addressed to ATMOS. ATMOS shall ensure that sub-Processors engaged by it do not respond independently to requests as referred to in Article 8.1 of this Processor Agreement, unless written instructions have been issued for this.

Article 9 - Data protection impact assessment

9.1 ATMOS provides the Client with assistance in performing a data protection impact assessment to the extent possible by making available all relevant information in order to assess the effect of the intended processing activities on the protection of Personal Data.

Article 10 - Audits

10.1 If the information and documentation made available by ATMOS proves insufficient compliance with this Processor Agreement by ATMOS, the customer has the right to perform an audit. The costs of the audit are paid for by the Client.

10.2 An audit initiated by the Customer will take place at least 4 (four) weeks after the prior announcement, with a description of the components on which the audit and the process take place once a year.

10.3 The processor will cooperate with the audit and provide all relevant information reasonably relevant to the audit, including supporting information, as soon as possible and within a reasonable period of time. Parties will assess the outcome of the audit in mutual consultation.

Article 11 - Confidentiality

11.1 ATMOS undertakes, unconditionally and irrevocably, secrecy during and after termination of this Agreement of all Personal Data of which it knows or reasonably suspects the confidential nature.

11.2 ATMOS guarantees that persons employed by or working for ATMOS and have (possible) access to Personal Data are bound by the obligation of confidentiality described in this article and are refrained from copying, transmitting, transferring or otherwise distributing Personal Data to any third parties.

11.3 This obligation shall not apply unless and insofar as disclosure is required by law and / or court order, in which case the information to be disclosed shall be kept as limited as possible. We will assist the authorities in any case if sufficient evidence is provided or there is the slightest concern about a violation with the law.

Article 12 - Liability

12.1 If ATMOS fails to comply with the obligation under this Processor Agreement, the Customer may give notice of default to ATMOS. Notice of default will be given in writing, whereby ATMOS will be given a reasonable period to still fulfill its obligations.

12.2 ATMOS is liable on the basis of the provisions of article 82 of the GDPR, for damage or loss resulting from the failure to comply with this Processor Agreement. This liability is limited to the amount stated in Article 9.4 of the General Terms and Conditions.

12.3 Parties indemnify each other for all third-party claims (including fines from Authorities) in respect of an act or omission in violation of the Privacy Act of the other Party.

Article 13 - Duration and termination

13.1 The obligations of ATMOS pursuant to this Annex will also continue unabated after termination of the Agreement, if and insofar as ATMOS still has access to Personal Data.

13.2 Upon termination of the Agreement, the Customer is responsible for the export of personal data. Thirty (30) days after termination or termination of the Agreement, ATMOS will remove the existing data and Personal Data on its servers and (back-up) systems.

13.3 ATMOS may deviate in so far as, in respect of certain Personal Data, there is a statutory retention period applicable to it or insofar as this is necessary in order to prove to the Client the fulfillment of its obligations.

ATMOS Privacy Statement

ATMOS processes personal data from its customers, prospects and other contacts. This privacy statement explains what data ATMOS processes when, why and in which way.

When does ATMOS collect (personal) data?

This privacy statement applies to the processing of the personal information and data obtained by customers, prospects and other contact persons when requesting and using our services (domain name registration and hosting packages) and when visiting our website. We also collect data when you subscribe to our newsletter, request information, ask a question, respond to our website or come into contact with us in a different way.

Which (personal) data does ATMOS process?

ATMOS collects contact details such as name, address, telephone number, e-mail address, date of birth, VAT (BTW) number and bank details, data relating to previous orders and use of our services. We also store contact history, for example when you ask our customer service. If you use our helpdesk we have your contact details and we can save the content of the conversations in order to be of better service to you in the future and to improve our own information provision.

In addition to the personal information you provide to ATMOS, ATMOS may collect, record and process additional personal data about your use of our services and website(s). Depending on the services you purchase from us, ATMOS stores traffic and location data. It only concerns data relating to your communication, not the communication itself.

We also collect information about the equipment you use, such as a unique device ID, the version of the operating system settings of the device you use to visit our website, as well as information about the use of our website(s), such as the time on which you visit us and the topics you view. The response (open and clicks) to our e-mails are also recorded on an individual level.

Why do we process (personal) data

ATMOS processes personal data in order to provide its services. For example, we store data for the creation of an account, the financial administrative processing and, of course, the application for a domain name. ATMOS also needs information about

(being able to) answer questions, handling complaints and processing any recoveries. After placing an order, a quote and invoice number will be linked to your account.

In addition, we store your IP address for security reasons. This makes it possible to check from which IP address is logged in to the account or changes are made. ATMOS also stores other traffic and location data in order to enable its services and / or to settle them administratively and financially.

ATMOS uses cookies on its websites. We do this to analyze our websites and function optimally, to improve our services, for social media and for showing relevant advertisements on other websites. Read more about this in our cookie statement.

Third receivers

ATMOS uses systems or services from third-party suppliers, where it is possible that the supplier also has access to data from our customers. Some of our suppliers are based in the US. These parties are certified under the EU-US Privacy Shield or there are contractual agreements about an appropriate level of security.

ATMOS fulfills a role as intermediary (registrar) for an application, allocation and possible use of a domain name. Your application will be passed on to the relevant registration authorities. The authority decides on the allocation of your domain name. In order to make registration possible ATMOS will pass on your request data (contact details (name, e-mail address, telephone number and correspondence address) to these authorities.

Personal details are exchanged within the ATMOS & CloudSpot group. If you are a ATMOS customer, we also see you as a customer of the other companies belonging to the ATMOS & CloudSpot group. ATMOS does not sell personal data to third parties.

Your rights

Under the GDPR everyone has a number of rights. You can request ATMOS to inspect the personal data we process about you. It also indicates how and why we process this data. If ATMOS processes incorrect or incomplete data, we will adjust this to your request. You can also request a removal. It may be that ATMOS is obliged to process the data for other purposes (administration, fiscal retention). If you suspect that we are processing your personal data incorrectly or incorrectly, you can also have this processing limited. You may also object to the processing of your personal data for marketing purposes or other purposes. The right to data portability is new under the GDPR. You can ask ATMOS to transfer your personal data. Finally, you can withdraw a given permission for receiving the newsletter or another processing.

You can arrange most of the above rights yourself via the ATMOS Client Areal. Ofcourse you can contact us via support@ATMOS.be to use your rights.

Do you have the idea that ATMOS does not act in accordance with the privacy legislation? Or if you have any comments or questions, please let us know. As of May 25, 2018 you can also file a complaint.

Security

ATMOS has taken appropriate technical and organizational measures and monitors and protects all its services (in) visibly against abuse and fraud. ATMOS also engages third parties in the execution of its services. Insofar as these third parties process (personal) data in the performance of the relevant services, they do so in the capacity of processor. The processor concerned only receives the necessary data and is (contractually) obliged to use an appropriate level of security and to handle personal data with care. In addition, personal data is not kept longer than necessary. ATMOS is legally obliged to store traffic and location data for judicial investigation and investigation purposes.

Ask

If you have any questions or comments about this privacy statement, please let us know. Let us know via info@atmoshosting.com.

Change of Terms & Conditions / Data Processing Appendix / Privacy Statement

ATMOS reserves the right to make changes to the Terms & Conditions / Data Processing Appendix / Privacy Statement.

Last change: 26/09/2020 23:10

ATMOS

<https://atmoshosting.com/>