

Hosting conditions

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From:

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To be called from here on ClockWise.

These hosting conditions are an addition to the general regulations of the general conditions of the FENIT used by ClockWise and are applicable to all situations in which ClockWise acts as host for its software.

Hosting conditions

1. The services considered part of a ClockWise hosting pack consist of the accessibility through internet to a computer with an installation of ClockWise, to keep track of the hour registration. In case of a custom-made product for the client by ClockWise, this will be considered part of the hosting pack.
2. The client commits itself to an account of at least 3 months from the start of the concerning account(s). The agreements have to be terminated by means of a written statement considering the period of notice of 1 calendar month. Without a written notice to the contrary, the agreement will be tacitly extended after each term. The agreement can be cancelled by both parties, taking into account the before mentioned conditions.
3. The costs of the hosting packs will be charged in advance every quarter. In case of a yearly contract, this will thus be invoiced in 4 partial invoices.
4. In case of a non-payment, arrears, breach of contract or other serious matters, to be judged by ClockWise, ClockWise has the right to suspend the services provided to you until a further to be determined term or to block them permanently. The client will always be informed of this in writing.

5. The Client will not keep ClockWise to complete reliability and accessibility of the hosting, as this is not a possibility considering the public and strongly interconnected internet. Apart from that, ClockWise is obliged to make a capable effort for the client unhindered.

6. Before contracting the agreement, the client assents to having ClockWise execute or having execute all operations that ClockWise considers necessary to guarantee as much as possible the safety and correct functioning of the services to the client, other clients and third parties that are affected by the presence of the pack on the hosting computer and internet. This includes, amongst others, the periodical and incidental closedown of applications without this leading to restitution of paid amounts or exemption of obligation to pay. To execute the operations referred to before, ClockWise does not need a special permission of the client. The provider will inform the client beforehand via e-mail of a periodical closedown.

7. ClockWise is allowed to make changes in the collection of technical possibilities, rights and registrations that do not explicitly form part of the agreed to hosting pack, as, for example, the allocation of IP numbers, user names and home directories. The client cannot lay claim on the retention of a specific configuration. ClockWise will indeed inform the client beforehand by mail of any changes

8. The client will supervise that only the client of an authorised employee receives access to the systems of ClockWise through the client's appropriate methods and possibilities. For this, he will keep the user names, passwords and such hidden from unauthorized people and will not divulge any information to third parties concerning technical and organizational constructions of the systems, specific installations and software versions.

9. The client will not undertake any actions aimed at finding or creating possibilities to access the systems in an unauthorized way, causing damage to it or obtaining more system licences than those allocated by ClockWise.

10. The client will not use the systems of ClockWise to gain access to other systems, damage the data or installations on them using false passwords or keys, false signals or false qualities.

11. The client is responsible for all data and information present on the system, whether or not published. The client safeguards ClockWise of all responsibility concerning these data and information.

12. Fair use policy: ClockWise focuses on the business market and tries to offer a fair service to this audience in exchange of an equally fair compensation. In case of limitations imposed by ClockWise, they will be limits that will not be passed with ordinary use. These limits are ample enough for ClockWise not to charge a surcharge when one of them is exceeded. Nevertheless, ClockWise will keep the right to have the client keep to the limits when he considers that there is a matter of not complying with the fair use policy.

Within this fair use policy, collecting all data from the ClockWise database is guaranteed to be possible once a week. ClockWise can issue a binding report on the way in which this should be done.

13. Clockwise conforms itself to the legal rules concerning the protection of personal information. (Wet Bescherming persoonsgegevens (WBP)).