# Terms and conditions

Written in plain language, because terms you cannot read are terms you cannot rely on.
These apply to every offer we make and every service we deliver.

**Novogara BV, version 1.0, 8 October 2026.** Kingsfordweg 151, 1043GR Amsterdam, The Netherlands · Chamber of Commerce 67854060 · VAT NL857199857B01.

## 1. Who we are and what these terms cover

Novogara BV ("Novogara", "we") is a dedicated server provider and internet service provider established in Amsterdam. These terms apply to all our offers, agreements and services, including dedicated servers, colocation and connectivity, and replace any earlier version.

We work mainly with businesses, but we also contract with consumers in the European Union. Where a provision below applies only to consumers it says so; everything else applies to both. Where Dutch consumer law gives a consumer a right that these terms would limit, the law wins and the rest of the terms stay in force.

Your own general terms and conditions do not apply, unless we have accepted them in writing.

## 2. Offers and agreements

Our offers are valid for 30 days unless the offer states otherwise. An agreement is formed when you accept an offer or place an order and we confirm it, or when we start delivering the service.

We may refuse an order without stating reasons.

## 3. What we deliver

We deliver hardware, rackspace and connectivity, and we keep the infrastructure under them running. **Our servers are unmanaged.** The operating system and everything on top of it is yours to install, secure, update and operate. We have no access to the data on your server.

Unless agreed otherwise, a dedicated server includes remote KVM, power control and reinstallation through our customer portal, IPv4 and IPv6 connectivity and DDoS filtering as standard. Backups are not included; you are responsible for your own.

Servers in stock are usually delivered within 60 minutes of payment and at the latest within 48 hours. If delivery takes longer we will tell you.

## 4. Term, renewal and cancellation

**Dedicated servers run on a monthly term by default**, paid in advance, renewing automatically for the same term unless cancelled. A longer term can be agreed, and usually comes with a better price.

**Colocation runs on a term of at least one year**, also paid in advance, renewing for the same term unless cancelled. Rackspace, power and cross-connects are committed capacity on our side, which is why we do not sell them by the month.

You can cancel through the customer portal or by email, with effect from the end of the current term. Cancellation received after a new term has started takes effect at the end of that term.

**Consumers: right of withdrawal.** If you are a consumer you may withdraw from the agreement within **fourteen days** of entering into it, without giving a reason. Mail support@novogara.com within that period and we refund what you paid.

If you want the service to start before those fourteen days are over — and with a server that is usually the point — tell us so expressly when you order. You keep the right to withdraw, but you then owe a proportionate amount for the part already delivered. Once we have fully performed at your request, the right of withdrawal ends.

We may terminate an agreement with one month's notice. We may terminate or suspend immediately in the situations described in articles 6 and 7.

## 5. Prices, invoicing and payment

Prices are in euros. Prices quoted to a business exclude VAT; prices quoted to a consumer include the VAT that applies to them. **All services are paid in advance.** We issue the invoice 14 days before the new period begins, and payment must have reached us on or before the due date stated on it. We accept **bank transfer and credit card**.

**Account credit.** You can deposit credit into your account with us. Credit on the account is applied automatically to the next invoice we generate, and to the ones after it as long as the balance lasts. It is a convenient way to pay several periods ahead or to avoid arranging a transfer every month; it does not change the due dates or any other provision of this article.

**Credit does not expire, and it is not paid out.** It is an advance payment for our services, not money we hold on your behalf: a remaining balance stays on your account and is applied to a future order, for as long as you want. The refund rules below apply to services we have or have not delivered, not to the balance on your account.

**How VAT is charged.** For customers in the Netherlands we charge Dutch VAT. For business customers elsewhere in the European Union who give us a valid VAT identification number, VAT is reverse-charged and you account for it in your own country. For consumers in the European Union we charge the VAT rate of the country you are in. Outside the European Union no European VAT is charged.

**If payment has not been received on the due date, the service is suspended.** Your server goes offline and stays offline until the invoice is paid. We send a payment reminder, but suspension does not wait for it and is not dependent on it — so make sure the invoice is paid in time.

Once the invoice is paid the service is reactivated. Suspension does not relieve you of the obligation to pay for the period concerned.

If an invoice is still unpaid 30 days after the due date we terminate the agreement. The equipment and the assigned IP addresses return to us, and any data still on the server is deleted without further notice. If you have data you need, retrieve it before that point.

Refunds apply to services we have not delivered: as long as a server has not been handed over you are entitled to a refund. Once delivered, a service is not refunded, unless we did not deliver what you ordered. We do not pay service credits for downtime. None of this affects a consumer's right of withdrawal under article 4.

We may adjust prices for a following term, and will tell you at least one month in advance. If you do not accept the new price you may cancel with effect from the date the change takes effect.

## 6. What you may not use our services for

You are responsible for everything that happens on your server and on your connection, including the conduct of anyone you give access to, whether or not you were aware of it.

The following are not permitted on our network: child sexual abuse material; malware, botnets and command-and-control infrastructure; DDoS attacks and the tools used to run them; spam and unsolicited bulk mail; phishing, fraud and carding; terrorism and violent extremism; brute force attacks in any form; IP spoofing and IP header modification; using our servers as a proxy between a content server in another network and a reverse proxy service; and anything else that is not permitted under Dutch law. We do not permit bulletproof hosting on our services.

The full list is published in our acceptable use policy and forms part of these terms.

## 7. Abuse, suspension and takedown

Reports of unlawful content or conduct go to abuse@novogara.com. We operate a notice and takedown procedure under Dutch and European law.

We will normally ask you to resolve a reported problem within a reasonable period. In serious or clear-cut cases — including those in article 6 — we may suspend or terminate the service immediately and without prior notice, and we may remove or block access to content.

We are established in the Netherlands. Where law enforcement lawfully requires data we comply and assist where required. We do not provide your details to other third parties.

## 8. Availability

We commit to 99.99% availability of our network per calendar month, under the conditions set out in our uptime commitment. Announced maintenance, your own software and configuration, and circumstances outside our control do not count as unavailability.

## 9. IP addresses

IP addresses we assign remain under our management and are not sold or transferred to you. They are allocated for the duration of the agreement and return to us when it ends. We may change assigned addresses when operationally necessary, and will give reasonable notice when we do.

If you bring your own address space, you remain responsible for your right to use it and for the correctness of the authorisation and registry records we need in order to announce it.

## 10. Colocation

Equipment you place with us remains yours. You are responsible for its condition, suitability and maintenance, and for insuring it. Access to the facility is by appointment and under our instructions. We may refuse equipment that is unsafe, that exceeds the agreed power or space, or that interferes with other equipment.

**Deliveries must be arranged in advance.** Hardware, spare parts and any other shipment are only accepted when they have been agreed with support in a ticket beforehand. Support confirms what is expected and issues a reference that must appear on the shipping label and on the package. Shipments without an agreed reference are refused on arrival, and we are not liable for a package that is returned or lost as a result.

## 11. Your obligations

- Keep your contact details and billing details current; notices we send to the address on file count as received.
- Keep your own backups and your own security up to date.
- Keep your portal credentials confidential and tell us immediately if they are compromised.
- Do not resell our services as your own unless we have agreed that in writing.

## 12. Liability

We are liable only for direct damage caused by an attributable failure on our part, and only up to the amount you paid us for the service concerned in the three months before the damage occurred, with a maximum of €10,000 per event and per calendar year.

We are not liable for indirect damage, including loss of profit, loss of turnover, loss or corruption of data, reputational damage, or claims from your own customers. This limitation does not apply in the case of intent or deliberate recklessness on our part, or where the law does not permit it.

A claim lapses if you have not reported it to us in writing within three months of discovering the damage.

## 13. Indemnity

You indemnify us against claims from third parties relating to the content you store or transmit, your use of our services, and any breach of article 6, including reasonable costs of legal assistance.

## 14. Force majeure

Neither party is obliged to perform if prevented by force majeure. For us this includes failures at upstream carriers, power failures beyond our redundancy, attacks exceeding the capacity of our filtering, government measures, and the non-performance of suppliers. If force majeure lasts longer than 60 days either party may terminate the agreement in writing, without any obligation to compensate.

## 15. Personal data

We process personal data as described in our privacy statement. Because our servers are unmanaged, any personal data you process on them is your responsibility; we have no access to it and are not the controller for it.

Our data processing agreement sets out the roles, security measures and procedures under the GDPR, and forms part of these terms.

## 16. Changes to these terms

We may change these terms. We will publish the new version on this page and tell you at least one month before it takes effect for existing agreements. If you do not accept the change you may cancel with effect from the date it takes effect.

## 17. Applicable law and disputes

Dutch law applies. Disputes we cannot resolve together are submitted to the competent court in Amsterdam, the Netherlands.

---

**Related documents**

Uptime commitment · Privacy statement · Acceptable use policy

---

Novogara BV · Kingsfordweg 151, 1043GR Amsterdam, The Netherlands · Chamber of Commerce 67854060 · VAT NL857199857B01 · support@novogara.com
This document is published at https://www.novogara.com/terms and that version prevails.