

TERMS AND CONDITIONS

OF:
TDT Online LLP

Incorporated in
**10 St Mary's Court,
St Mary's Street,
Shropshire
SY11EG Shrewsbury
United Kingdom**

hereinafter referred to as: user

Article 1. Definitions

These terms and conditions include:

- User: The user of the terms and conditions;
- Client: The other party of the user.

Article 2. Applicability of these terms

- 2.1 These Terms and Conditions apply to any offer and any agreement between user and a client to whom the user has declared these terms, insofar as these terms have not been expressly changed and agreed upon in writing by the parties.
- 2.2 The present terms and conditions shall also apply to all agreements with user for the execution of which third parties are to be involved.

Article 3. Quotations

- 3.1 All offers by user are non-binding, unless the offer has been termed a term for acceptance.
- 3.2 The offers made by user are non-binding; They are valid for 30 days unless otherwise indicated. User is only bound to the bids if the acceptance by the other party is confirmed in writing within 30 days.
- 3.3 The prices in the quotations mentioned are excluding VAT unless otherwise stated.

Article 4. Fulfillment of the agreement

- 4.1 User will fulfil the agreement to their best insight and ability and in accordance with the requirements of good workmanship.
- 4.2 If and to the extent that a proper fulfillment of the agreement requires this, the user has the right to subcontract certain work to third parties.
- 4.3 The Client ensures that all data, of which user indicates that they are required or which client should reasonably understand that they are required for the fulfillment of the Agreement, shall be provided to the User in good time. If the information required for the fulfillment of the agreement is not provided to the user in good time, the user has the right to suspend the execution of the agreement and / or to charge the client the additional costs resulting from the delay in accordance with the usual rates.
- 4.4 User is not liable for any damage whatsoever due to the user's assumption of incorrect and / or incomplete information provided by the client, unless this incorrectness or incompleteness should be known to her.
- 4.5 If it has been agreed that the agreement will be executed in phases, user may suspend the execution of those components that belong to a subsequent phase until the client has approved the results of the preceding phase in writing.

Article 5. Contract Duration; fulfillment period

- 5.1 The agreement is entered into for an indefinite period in accordance with the minimum purchasing period as contained in the terms of the individual packages and services, unless parties expressly agree otherwise in writing.
- 5.2 If a term has been agreed upon within the term of the agreement for the completion of certain activities then it must be noted that this is never a fixed term. If the fulfillment period is exceeded, the client must therefore notify the user in writing on their default of the agreement.

Article 6. Amendment of the agreement

- 6.1 If during the execution of the agreement it appears that for proper fulfillment it is necessary to amend or supplement the work to be performed, the parties will amend the agreement in a timely manner and by mutual agreement.
- 6.2 If parties agree that the agreement is being amended or supplemented, the time of completion of the fulfillment may be affected. User will inform the client as soon as possible.
- 6.3 If the amendment or addition to the agreement has financial and / or qualitative consequences, the user will inform the client in advance.
- 6.4 If a fixed fee has been agreed upon, the user will indicate to what extent the amendment or addition of the agreement results in an overrun of this fee.
- 6.5 By way of deviation from paragraph 3, the user will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

Article 7. Confidentiality

- 7.1 Both parties are required to maintain confidentiality of any confidential information they have obtained from one another or from any source under their agreement. Information is confidential if notified by the other party or if it is due to the nature of the information.

Article 8. Intellectual property

- 8.1 Except for the provisions of Article 7 of these Terms, the User reserves the rights and powers conferred upon it by virtue of applicable Copyright Acts, including the "Auteurswet".
- 8.2 All user-contributed documents, such as reports, advice, designs, sketches, drawings, software, etc., are intended solely for use by the client and may not be reproduced, made public, or disclosed to any third party without the prior written consent of the user.
- 8.3 User also reserves the right to use the knowledge acquired by the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 9. Termination

- 9.1 Both parties may, at the end of the minimum term of 1 year, at any time terminate the agreement in writing. The parties must in that case have a notice period of at least 1 calendar month.

Article 10. Annulment of the agreement

- 10.1 The user's claims on the client are immediately due in the following cases:
 - After the agreement has been concluded, the user gives good ground to fear that the client will not meet his obligations;
 - If user has asked the client to make a guarantee of compliance with the contract when the contract is concluded, and this security is missing or is insufficient.
- 10.2 In such cases, the user is authorized to suspend the further execution of the agreement or to terminate the agreement, without the right of client to claim damages against user.

Article 11. Deficiencies; complaint deadlines

- 11.1 Complaints about the work performed must be reported to the user in writing within 8 days after discovery, but no later than 14 days after completion of the relevant work.
- 11.2 If a complaint proves founded, the user will still fulfill the work as agreed upon in the agreement, unless this has now become useless to the client. The latter must be made known by the client in writing and has to be supported by evidence to support this claim.
- 11.3 If the fulfillment of the remaining agreed services is no longer possible or useful, the user will only be liable within the limits of Article 15.

Article 13. Payment

- 13.1 Payment must be made within 21 days after the invoice date, as specified by user and in the currency in which it is invoiced.
- 13.2 After 21 days after the invoice date, the client is in default; the client is liable to pay interest at the rate of 1% per month from the moment of default
- 13.3 In a situation of negligence by the client as described in paragraph 2, the user reserves the right to suspend service with immediate effect, which may lead to the inaccessibility and/or unusability of the services provided by the user (electronically) without the user having any liability whatsoever in possible (in) direct damage to the client.

- 13.4 In case of liquidation, bankruptcy or surseance of payment by the client, the claims of the user and the obligations of the client against the user will be immediately due.
- 13.5 Payments made by the client are always due primarily to all interest and costs owed, secondly, of long-term payable invoices, even if the client indicates that the payment relates to a later invoice.

Article 14. Obligations of the Client

- 14.1 The Client is obliged to act in accordance with applicable laws and regulations and has acted in accordance with what can reasonably be expected of a responsible and careful Client.
- 14.2 The Client will only use the Services in accordance with the obligations, instructions and restrictions stated by the User, as laid down in these Terms and Conditions. The Client is forbidden to violate any third party's rights in the use of the Services, to show any conduct contrary to good or public order, nor to harm third parties or to the user. In particular, the Client will:
- Not infringe any third party intellectual property rights.
 - Not distribute illegal and / or criminal data, including racist expressions, child pornography, criminal data traffic, and offensive expressions.
 - Not attempt to provide access to computer systems for which he is not entitled.
 - Refrain from entering another computer on the internet without consent (hacking), whereby the Client breaches any security or accesses restricted data using a false key.
 - Refrain from spamming; sending unsolicited large amounts of emails with the same content.
- 14.3 The Client is obliged to use the Services in such a way as not to impede the proper functioning of the user and its partners, or to prevent other Clients from using the Services.
- 14.4 The User reserves the right to deny access to the Services to the Client if the Client is in breach of the Terms and Conditions. As a result of the refusal of access to services, the user will never be required to pay any damages as stated in Articles 7 and 11. The Client indemnifies the user for all claims made by third parties under this article.

Article 15. Liability

If user is liable, then liability is limited as follows:

- 15.1 In the event that the insurer does not pay out or damages are not covered by the insurance, the liability of the user is limited to twice the invoice value of the contract, at least that part of the contract to which the liability applies.
- 15.2 The limitations of liability contained in these terms do not apply if the damage is due to intentional or gross negligence of the user or its subordinates.
- 15.3 User is never liable for consequential damages.

Article 16. Force majeure

- 16.1 Force majeure is understood in these terms and conditions, in addition to what is understood by law and jurisprudence, as all outward causes, provided or unforeseen, to which user can not influence but which does not enable the user to fulfill its obligations.
- 16.2 User also has the right to appeal to force majeure, if the circumstance that prevents (further) compliance occurs after the user has been obliged to comply.
- 16.3 During force majeure, user obligations are suspended. If the period during which user cannot fulfill their obligations due to force majeure exceeds 2 months, both parties are empowered to dissolve the agreement without any liability for damages.
- 16.4 If, at the time of force majeure, the user has already partially fulfilled its obligations or can only partially fulfill its obligations, it is entitled to invoice the already executed or executable part separately and the client is obliged to comply with this invoice as if it were a separate contract. However, this does not apply if the already executed or executable part does not have an independent value.

Article 17. Availability and Management of the Service

- 17.1 The user will endeavor to ensure the availability and usefulness of the services to the Client as much as possible. The user will correct any malfunctions as soon as possible.
- 17.2 The user can not guarantee unrestricted access to the Internet, nor that other services of the user can be used at any time.
- 17.3 The user is not at all liable for loss, exchange, or damage to data through the use of the services, including messages sent via the network of the user (e-mail).

- 17.4 The Client will in certain exceptional cases (temporarily) not be able to access the Services at times when maintenance and / or repair work is to be performed to the Services. The user will endeavor to make this work happen at times when the Client is least affected by it.
- 17.5 In order to maintain and / or improve the quality and safety of the services, the user is authorized to make changes in its equipment, Software, and in its service, including, for example, updating software to the latest versions to improve security. The management of this can be done by the user as well as by the user's partners.

Article 18. Request domain names

- 18.1 The User will mediate on the Client's behalf in obtaining a domain name that the following provisions apply to. On request and use of a domain name, the rules and procedures of the authorities responsible for registering domain names apply. The authority responsible for registering the domain names decides on the final grant of the domain name. The user has only a mediating role in this procedure and does not guarantee the client that an application will be honored.
- 18.2 Registration of the domain name takes place in client's name unless otherwise agreed. If the domain name is in the name of the client, it is fully responsible for the use of the domain and the domain name. The Client indemnifies the user against any claim by third parties in connection with the registration and use of the domain name.

Article 19. Settlement of disputes

The court in the residence of the user is exclusively authorized to hear disputes unless the district court is considered competent. Nevertheless, the user has the right to sue her counterparty for the court competent under the applicable law.

Article 20. Applicable law

English law applies to any agreement between the user and the client.

Applicable is always the latest registered version or the version as it was at the time of the completion of the present agreement.