



Terms and conditions TDE

Article 1. Definitions

1.1. TDE: TDE BV registered with the Chamber of Commerce under file 65459016.

1.2. Client: the natural or legal person with TDE has concluded an Agreement.

1.3. Under "Conditions" means the whole of the conditions as set forth below.

1.4. Agreement: The terms and conditions, as well as the tender, the definition and functional design document (web applications only) TDE.

1.5. Netiquette: the generally accepted rules of conduct on the Internet as defined in RFC1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future adaptations.

Article 2. Application / implementation

2.1. On all offers, agreements and deliveries of TDE, these General Terms and Conditions, unless otherwise expressly agreed in writing.

2.2. If the Client incorporates provisions or conditions that differ from, or not appear in these conditions, they are only binding for TDE if and insofar as they are accepted, expressly in writing by TDE.

2.3. TDE is entitled to engage third parties in the development of its contracts.

Article 3. Obligations TDE

3.1. Unless otherwise agreed in writing, TDE guarantees that the project is carried out to the best of her capabilities with sufficient care and professionalism.

3.2. TDE is not allowed to make changes to the data supplied by the Client material without prior consent of the Client, with the exception of those TDE finds necessary to enable TDE to properly carry out the assignment.

3.3. TDE will endeavor when, by maintenance or other causes, services are not available, to

inform the Client about the expected time of interruption. Maintenance does not cause a default of TDE, when TDE informs the Client.

Article 4. Obligations of the Client

4.1. Client enables TDE becoming immediately aware of any changes in name, address, email and request his / her bank account number.

4.2. Client refrains from storing and / or distributing material that is prohibited by law. TDE does not allow sending unsolicited email (SPAM).

4.3. Client will refrain from damaging other Clients or Internet users or bring damage to the servers. It is prohibited for the Client to run processes or programs, whether or not to start via the servers, which the Client knows or could reasonably suspect that could harm TDE, other Clients or Internet users. TDE will notify Client of any measures.

4.4. Client indemnifies TDE of all legal claims related to the data stored by the Client, information, website (s) and the like.

4.5. Client will adhere to the Netiquette.

4.6. Without the consent of TDE it is prohibited by the Client to provide usernames or passwords to third parties.

4.7. In addition to the obligations under the Act is any damage resulting from incompetence or failure to act in accordance with the above shall be borne by the Client.

4.8. TDE has the right to (temporarily) disable or restrict access to products and services if the Client in respect of the Agreement an obligation TDE not reached or is in breach of these conditions

4.9. Client is obliged to pursue the planning of the development of the (web) application. If Client fails to adhere to a part of the planning than the possible consequences, including any extension of term of the Agreement, count for the Client.



Article 5. Offers

5.1. All offers are without obligation unless expressly stated otherwise.

5.2. If it appears that the information provided by the Client at the request of Agreement were incorrectly TDE has the right to adjust prices.

5.3. Quotations of TDE are valid for the period specified in the tender. If no period is specified, the offer is valid until 14 days after the date the offer was made.

Article 6. Price

6.1. All prices are exclusive of VAT (21% VAT) and other taxes which are imposed by the government.

6.2. All prices on the website are subject to typing errors. For the consequences of typing errors no liability is accepted.

6.3. TDE reserves the right to change its prizes. Price changes also apply to already concluded agreements with a notice period of 2 (two) months after publication of the price change by electronic notification. If Client does not wish to accept a price change, Client is entitled to cancel it's contracts 1 (one) month from the notification of the price change on writing.

Article 7. Conclusion of the Agreement

7.1. Expressions of TDE related to the provision of hosting and (web) application services qualify as an invitation to make an offer.

7.2. Written conclusion of the Agreement: The Agreement will be concluded by the Client signing and returning the tender or confirmation.

7.3. Electronic conclusion of the Agreement: The Agreement will be concluded by the Client signing and returning the tender or confirmation by e-mail.

Article 8. Change order

8.1. All changes to the contract, or on behalf of the Client, either due to the fact that therefore another embodiment is necessitated by the circumstances, are as and when additional costs are considered to be extra work, which will be billed to the Client.

8.2. If TDE, due to circumstances at the time of the offer or order confirmation unknown, has exceeded the hours for the Client with 15%, TDE will report to Client. TDE is entitled the charge the resulting additional costs to the Client. If the Client does not agree with the additional costs Client has the right to cancel the part of the contract which had not been performed.

Article 9. Intellectual property rights

9.1. All intellectual property rights of all developed products under the Agreement or made available software such as analyzes, designs, documentation, reports, quotations, and preparatory materials, held solely by TDE or its licensors. Client only acquires the user license and powers hereunder or otherwise expressly granted and otherwise he will not reproduce software or other materials or copies thereof.

9.2. The Client is not permitted to remove any copyright, trademarks, trade names or other rights of intellectual property of the software, including statements regarding the confidentiality and secrecy of the software.

9.3. It is TDE to take technical measures to protect the software. If TDE by means of technical protection has secured the software, the Client is not permitted to remove or evade.



Article 10. Development of software

10.1. Parties will define by writing or by electronic notification which software will be developed and how this will be done. TDE will develop with due care on the basis of information provided by Customer, the correctness, completeness and consistency Client guarantees.

10.2. TDE is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the data or specifications made available to him. TDE is entitled to suspend the agreed work until the Client has eliminated the deficiencies.

10.3. Subject to the provisions of Article 9 Client gets the right to use the software in his business or organization. If and to the extent that agreed by electronic messages or in writing the software's source code and technical documentation produced during the development of the software shall be made available or and the Client is entitled to make changes to this software.

10.4. TDE has the right to use open source components for the development of its software.

Article 11. Terms of use

11.1. Without prejudice to Article 9 provides TDE Client a non-exclusive right to use the software. Client will strictly comply with the restrictions on use of the software. Notwithstanding the other provisions of these Terms and Conditions, includes the use of the Client only the right to load and use the software.

11.2. The license is not transferable. The Client is not permitted to sell, rent, sublicense, or alienate grant limited rights in any way or for any purpose to them, including the disposal of a third if the third party's software exclusively for the Client, the software and media on which it is recorded, unless otherwise agreed in writing or by electronic notification.

11.3. The source code of the software and the technical documentation produced during the development shall not be made available to the Client, unless otherwise agreed in writing or by electronic notification.

Article 12. Domain names and IP addresses

12.1. If it is agreed that TDE will mediate in obtaining a domain name and / or IP addresses for Client, the stipulations in this article.

12.2. Application, award and possible use of a domain name and / or IP addresses depend on and are subject to the rules and procedures of the relevant registration authorities, including the Foundation for Internet Domain Registration in the Netherlands (SIDN). The relevant body decides on the allocation of domain names and / or IP addresses. TDE only fulfills an intermediary role in the application and does not guarantee that a request will be honored.

12.3. Client can only hear the fact of registration by a confirmation e-mail or letter. An invoice for registration is no confirmation of registration.

12.4. Domain names are registered in the name of the Client and the Client is fully responsible for the use of the domain and the domain name. Client indemnifies TDE against all claims of third parties in connection with the use of the domain name, despite any role TDE had in the mediation.

12.5. The minimum duration of the Agreement relating to domain names depends on the chosen domain extension.

Article 13. Retention

13.1. As long as Client did not make a full payment of the agreed amount, all the goods supplied by TDE remain property of TDE.

13.2. In case the Client does not fulfill any obligations to TDE, TDE is entitled to take back the delivered goods in which case whatsoever without judicial intervention without any



notice. The Agreement is terminated, without prejudice to the right of TDE damages, lost profit and interest.

Article 14. Terms of Payment

14.1. Client must pay invoices issued by TDE via bank transfer.

14.2. Payments must be made within 14 days after issuance of the bill, unless otherwise agreed in writing. After the expiry of 30 days after the invoice date, the Client does not pay in time, without any notice is required by law in default.

14.3. All expenditure incurred by TDE of the Agreement with the Client shall be borne by the Client.

14.4. In a late payment, the Client is responsible for all costs, in addition to the amount owed and the interest due, up to a full compensation of both judicial and extrajudicial collection costs, including the costs for lawyers, bailiffs and debt collection agencies.

14.5. The claim for payment is due immediately if the Client is declared bankrupt, sureance of payments or total seizure of assets of the Client is placed, Customer dies or, if it goes into liquidation or is dissolved.

14.6. In the above cases, TDE also have the right to terminate the Agreement or the non-executed part of it without notice or judicial intervention or suspend, without prejudice to the right of TDE require for any damage that might occur to him compensation .

Article 15. Liability

15.1. TDE accepts liability for damages to the extent described in this article.

15.2. The total liability of TDE due to culpable breach of the Agreement is limited to direct damages up to the amount of the price stipulated in the contract price (excluding VAT). If the Agreement is primarily a continuing performance agreement with a term of more than six months, the agreed

price is set at the total of the fees (excluding VAT) for three months. In no event shall the total compensation for direct damages exceed 1000 Euro.

15.3. Liability of TDE for indirect damage, including consequential, lost profits, lost savings, loss of (business) and data loss due to business interruption is excluded.

15.4. Outside the cases referred to in Article 15.2 no liability for damages rests on TDE, regardless of the grounds on which an action for damages would be based. The maximum amounts referred to in Article 15.2 shall cease to apply if and insofar as the damage is the result of intent or gross negligence by TDE.

15.5. The liability of TDE due to culpable breach of contract occurs only if the Client notices TDE immediately and properly in default in writing, stating a reasonable period to remedy the deficiency, and TDE after that period attributable in the fulfillment of its obligations continues to fail. The notice must contain a detailed description of the failure, so TDE is able to respond adequately.

15.6. Condition for the existence of any right to compensation is always that Customer reports the damage as soon as possible after it occurs in writing or by e-mail to TDE.

15.7. Client indemnifies TDE for all claims for liability as a result of a defect in a product or system that the client is provided to a third party and which partly consisted of TDE delivered goods, materials or results, except if and the Client proves that the damage was caused by those goods, materials or results.

Article 16. Odds

16.1. In case of force majeure, which in any case includes domestic riots, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply, fire, flood, import and export restrictions and, in the case that TDE by its own suppliers, for whatever reason, is unable to deliver the performance of the Agreement, the Agreement will be suspended,



or the Agreement be terminated, all without any obligation to pay compensation.

Article 17. Duration and termination

17.1. The Agreement for hosting services is entered into for a minimum period of twelve months. Unless otherwise agreed in writing or by electronic notification, the Agreement in the absence of a written notice still tacitly renewed for a period of 1 (one) year.

17.2. The Agreement may be terminated with a notice period of 2 (two) months upon in writing. The notice is valid if it is confirmed by TDE.

17.3. All agreements on (web) applications or other services contracted for the duration of the project, unless otherwise agreed.

17.4 All agreements which refers to be entered into for a minimum period of one year. Annual license fees will be extended for the period of one year automatically. When termination during the year the Client is not entitled to a refund of already paid license.

17.5. If the Client fails any of its obligations under the Agreement or under these conditions, TDE has the right to terminate without any notice of default or judicial intervention being required and all relevant agreements concluded with the Client without prejudice to the right of TDE to compensation for damages, lost profit and interest.

17.6 Upon termination of the Agreement, the client has 6 months to spend any remaining balance of hours. After 6 months the balance of unused hours will expire.

Article 18. Secrecy

18.1. The parties undertake to keep confidential all confidential information they receive about the company of the other party. Parties also impose this obligation on their employees as well as by those third parties for the implementation of the Agreement between the parties.

18.2. Information shall be considered confidential by either party if it is indicated as such.

Article 19. Staff

19.1. Client will provide employees of TDE all necessary support for the performance of their duties.

19.2. The Client is not permitted to employ, or to directly or indirectly work with, employees of TDE as long as the relationship between the Client and TDE continues, or within one year after ending of the relationship prior written consent of TDE.

Among employees of TDE in this context refers to persons employed by TDE or one of the TDE companies or not more than 12 (twelve) months ago in the service of TDE or were one of the TDE companies.

Article 20. Changes Terms and Conditions

20.1. TDE reserves the right to change or supplement these terms and conditions.

20.2. Changes also apply to agreements already concluded, subject to a period of 30 days after notice of the change on the website of TDE or by electronic notification. Minor changes may be made at any time.

20.3. If the client do not accept a change in these conditions, he can terminate the Agreement by this date or the date of receipt of the notice if it is after the effective date of the change.

Article 21. Objections

21.1. In the absence of obligations by TDE, the Client needs to object within 30 days after observation. Failure to do this will invalidate any claim on TDE.

21.2. If TDE finds the objection founded, after consultation with the Client, the relevant products or services will be replaced or refunded.



21.3. The maximum fee is equal to the price paid by the Client of the product or service.

21.4. Objections do not apron obligations of the Client.

Article 22. Final Provisions

22.1. Dutch law is applicable on The Agreement.

20.2. Change in management or legal form not affect the Agreement.

22.3. As far as is otherwise prescribed by mandatory law, all disputes arising in connection with the Agreement shall be submitted to the competent Dutch court.

22.4. Partial invalidity:

If any provision of the Agreement and / or the Terms and Conditions is found to be invalid, this shall not affect the validity of the Agreement / Terms and Conditions.

The parties shall replace (a) new provision (s), which will be as much as legally possible is given.

Contact details

If, after reading our Terms and Conditions, you have any questions, complaints or comments, please do not hesitate to contact us in writing or by e-mail at.

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