

TERMS OF SERVICE

CloudTech



TERMS OF SERVICE

Cloud-Tech Ltd

1. Definitions

1.1. Client: the natural or legal entity with whom the agreement to supply products and services from Cloud-Tech Ltd is concluded.

1.2. Services from Cloud-Tech Ltd: Every assignment to be delivered or that has been delivered by the supplier based on the agreement as well as all materials and results produced that are intended for consumers.

1.3. Agreement: each mutual acceptance (bank transaction/verbal agreement), confirmed in writing or by electronic mail, to supply one or more of the products or services from Cloud-Tech Ltd.

2. Relevance

2.1. Unless otherwise mutually agreed between parties in writing, the articles below apply to every offer, order, or agreement from or with Cloud-Tech Ltd.

2.2. General terms and conditions from clients and, in particular, third parties are not binding on and do not apply to Cloud-Tech Ltd.

3. Offer and Acceptance

3.1. All quotations and price indications by or on account of Cloud-Tech Ltd are without obligation, unless specified otherwise by Cloud-Tech Ltd in writing or by electronic mail.

3.2. Offers or quotations made by Cloud-Tech Ltd are valid for 14 days unless specified otherwise.

4. Start of the Agreement

4.1. An agreement comes into force on the day on which the following conditions are fulfilled: The ordering system on the website (www.Cloud-Tech.nl) is complete and the client has credited the payment to the financial account of Cloud-Tech Ltd.

4.2. Parties are free to use other methods to demonstrate that the agreement has come into force.

4.3. Additions and amendments to the agreement must only be made in writing or by electronic mail.

5. Duration and Termination

5.1. The agreement is entered into for an undetermined period,

5.2. The agreement may be dissolved 30 days before the end of a period, In the event of colocation, this deadline shall be 3 months,

5.3. Cloud-Tech Ltd may end the agreement with immediate effect if the client fails to comply with one or more of his obligations toward Cloud-Tech Ltd or fails to comply adequately or fully, or if he acts in violation of the agreement.

5.4. Cloud-Tech Ltd is entitled to terminate the agreement without notice or judicial intervention if the client is declared bankrupt, has requested, or obtained suspension of payment, or is no longer in free control of his assets in some other way. In such cases, the latter party will have no right to compensation.

5.5. Without prejudice to the specification in Article 4. Cloud-Tech Ltd is entitled to terminate the agreement with immediate effect and without Judicial intervention if:

The client makes improper use of the Internet The client disseminates information that conflicts with national or international laws and regulations

The client disseminates information that conflicts with generally accepted standards and values

The client disseminates information that is discriminatory with regard to appearance, race, religion, gender, culture, or ethnicity, of that can be deemed offensive in any other way.

6. Delivery and Delivery Time

6.1. The installation of a dedicated server will take place within 2 working days after the start of the agreement, provided that all hardware is in stock.

6.2. If there is a risk that the agreed delivery time will be exceeded, this will be communicated as early as possible, in the event of force majeure on the part of Cloud-Tech Ltd, the deadline will be extended according to the duration of the force majeure. Excessive failure to observe delivery times may be regarded as grounds for dissolving the agreement.

7. Force Majeure

7.1. In terms of the agreement, force majeure is understood to mean everything relating to it as understood in terms of law and jurisprudence. 7.2. Cloud-Tech Ltd will not be held to its obligations arising from the agreement if it is not possible to fulfill them as a result of force majeure. The agreement will then be dissolved.

8. Prices

8.1. All prices specified on this site, as well as any agreed prices, exclude sales tax unless specified otherwise.

8.2. Cloud-Tech Ltd is entitled to change the tariffs. These changes will be made known to the client at least one month before they take effect. The client will be entitled to terminate the contract on the date on which the change takes effect.

9. Payment Conditions

9.1. The client's obligation to provide payment begins on the day on which the agreement takes effect. The payment relates to the period that begins on the day on which the products and services of Cloud-Tech Ltd are actually made available.

9.2. The remuneration that is due on account of the agreement excludes sales tax and any other taxes that are the result of statutory regulations. The client also owes the remuneration that results from these conditions.

9.3. Depending on the date on which the agreement takes effect, the costs owed will be billed for payment in advance, and must be settled in advance by invoice on a monthly basis. If this is not done, Cloud-Tech Ltd retains the right to halt the service (temporarily), Remuneration for other costs must be settled in advance on a monthly basis. Any reactivation will entail an amount of EUR 119 excluding sales tax.

9.4. Cloud-Tech Ltd shall send the client an invoice for the costs related to the agreement on each payment date.

9.5. If the client has not paid on time, this will be communicated to the client and a further payment date will also be specified. If payment is again not made within this deadline, the client will be in default without further notice.

9.6. If the client believes that the invoiced costs are incorrect, the client may raise his objections with Cloud-Tech Ltd, within two weeks of the date of the invoice. On receipt of the objection, Cloud-Tech Ltd will examine the accuracy of the invoiced amount.

9.7. The client will be in default from the time at which the remuneration that is due has not been settled with Cloud-Tech Ltd due to the fault of the client.

9.8. If due amounts are not received due to the fault of the client, the server for the account will be removed by Cloud-Tech Ltd and/or additional costs will be billed.

10. Intellectual Property Rights

10.1. The client is permitted to download and use the software on the Cloud-Tech Ltd site, this software is not subject to any (intellectual property rights, or these rights are expressly not exercised (freeware).

10.2. The client must respect the intellectual property rights with regard to protected software and/or other works (including shareware) and shall protect Cloud-Tech Ltd against any claim.

10.3. Cloud-Tech Ltd respects intellectual property including but not limited to trademarks and copyrights. Cloud-Tech Ltd reserves the right to disable access to rented out services if according to an intellectual property rights proprietor a client infringes intellectual property.

11. Retention of Property

11.1. The material produced by Cloud-Tech Ltd is and will remain the property of Cloud-Tech Ltd

11.2. The material installed by the client for colocation services is and will remain the property of the client.

12. Liability

12.1. Cloud-Tech Ltd offers unmanaged services. The activities of Cloud-Tech Ltd depend on the cooperation, services, and deliveries of third parties, over which Cloud-Tech Ltd has little or no influence. Therefore, Cloud-Tech Ltd may not be deemed liable in any way for any loss that results from the relationship with Cloud-Tech Ltd or the severance thereof, irrespective of whether the loss arises or becomes visible during the relationship with Cloud-Tech Ltd

12.2. In the event of liable shortcomings in the fulfillment of the agreement, Cloud-Tech Ltd will be liable only for alternative compensation, ie. compensation of the value of the performance that was lacking. All liability on the part of Cloud-Tech Ltd for any other form of loss is excluded, this includes supplementary compensation in any form, compensation for indirect loss or consequential damage, or loss as a result of lost sales or profit.

12.3. The client shall safeguard Cloud-Tech Ltd against all claims for compensation that may be raised by third parties with regard to losses that have been incurred in any way through the wrongful or improper use of products and services supplied to the client by Cloud-Tech Ltd

12.4. Considering the large number of points of interaction involving human input on the Internet, and the use of local networks and wireless communication, it must be remembered that information obtained or sent via the Internet is freely accessible. Cloud-Tech Ltd cannot be held liable for loss in any form, nor for the safeguarding or misuse by third parties of data that is stored.

12.5. Cloud-Tech Ltd is not responsible or liable for the content of promotional material supplied by the client.

12.6. The client is liable for all losses that may be incurred by Cloud-Tech Ltd as a result of a shortcoming on the part of the client in the fulfillment of the obligations arising from the agreement and these conditions.

12.7. The client must notify Cloud-Tech Ltd directly in writing of any changes to the client's details. Should the client not do so, the client is liable for any loss incurred by Cloud-Tech Ltd as a result of this.

13. Transfer of Rights and

Obligations

13.1. Parties are not entitled to transfer their rights or obligations arising from an agreement to third parties without prior written consent from the other party.

14. Decommissioning

14.1. Cloud-Tech Ltd is entitled (temporarily) to decommission delivered products and services and/or to restrict their usage if the client does not fulfill one or more obligations relating to the agreement toward Cloud-Tech Ltd, or if he is in conflict with these General Terms and Conditions. "Cloud-Tech Ltd shall notify the client of this in advance, unless it is not reasonable to require this of "Cloud-Tech Ltd The obligation to pay the owed amounts will also continue to apply during the decommissioning period.

14.2. Service will be resumed if the client has fulfilled These obligations within a period specified by "Cloud-Tech Ltd, and has paid a relevant specified amount for resumption of service.

15. Complaints

15.1. With regard to observable defects, the client must make a complaint in writing at the most 8 days after delivery, should he fail to do so, all claims against Cloud-Tech Ltd will lapse.

15.2. Complaints relating to invisible defects must be made in writing by means of a signed letter within 8 days of the point at which the defect was identified, could have been identified, or should have been identified. Should this not be done, then all claims against Cloud-Tech Ltd will lapse.

15.3. If the complaint is justified, the supplied products or services will be amended, replaced, or reimbursed, after consultation

15.4. A complaint does not suspend the client's obligations.

16. Changes to the Terms and Conditions

16.1. Cloud-Tech Ltd retains the right to change or supplement these Terms and Conditions.

16.2. Changes will also apply to agreements that have already been concluded, with due observance of a period of 30 days after written notification of the change.

17. Settlement of Disputes and Applicable Law

17.1. If a court ruling declares one or more articles of these conditions to be invalid, the other stipulations of these general conditions will remain in full force. Cloud-Tech Ltd and the client shall consult on new stipulations to replace the invalid or canceled stipulations, whereby consideration shall be given, wherever possible, to the goal and scope of the invalid or canceled stipulations.

17.2. The agreement is subject exclusively to the law of the Netherlands.

18. Network

18.1. No CDN or Streaming Media. Customer shall not be entitled to use the products and services for the purpose of (1) operating a 'Content Delivery Network: and/or (2) Streaming Media Services: except with Cloud-Tech's prior written consent, which consent may be granted or withheld at Cloud-Tech's sole discretion. The statements in this article are not applicable on "Cloud-Tech Unmetered services.

19. Balance

19.1. The client can deposit balance on the account. The balance can be used to pay invoices, Balance cannot be withdrawn,

20. Mining

20.1. Using Cloud-Tech services for mining purposes i.e. for cryptocurrencies is prohibited, except with Cloud-Tech's prior written consent.