

# Terms of Service

Date of Last Revision: 18<sup>th</sup> of May, 2018.

## 1. THE ALTERDESK COMMUNICATION PLATFORM AND THE SERVICE:

1. Alterdesk B.V., the Netherlands, company registration number 57959587, ("Alterdesk") is the operator of the Alterdesk communication platform, which consists, amongst others, of all relevant websites like [www.alterdesk.com](http://www.alterdesk.com), all related software and messaging clients, all related content (such as text, scripts, graphics etc.) and all related interactive features, provided or generated by Alterdesk by means of the Alterdesk communication platform.
2. The use of the Alterdesk communication platform by any person and/or any legal entity (each defined as "you") is defined as the "Service".

## 2. YOUR ACCEPTANCE OF THESE TERMS OF SERVICE:

1. These Terms of Service shall apply to all users of the Service.
2. By using the Service you acknowledge and agree to these Terms of Service.
3. If you choose not to agree with these Terms of Service, Alterdesk does not allow you to use the Service.

## 3. CONDITIONS FOR USING THE SERVICE:

1. Alterdesk allows you to use the Service on the condition that:
  1. You only use the Service for your own use;
  2. You follow all reasonable directions of Alterdesk for the proper use of the Service;
  3. You do not use the Service to send, store or make available software containing faults, defects, errors, viruses, bugs, so-called worms, so-called Trojan horses or any other harmful software;



4. You do not use the Service to send, store or make available spam, junk messages, bulk messages or similar messages;
5. You do not interfere with or disrupt the proper functioning and performance of the Service;
6. You do not resell the Service or make it available to or charge third parties for the use of the Service;
7. You do not duplicate, alter, modify, transfer, give access to, copy or distribute any part of the Service;
8. You do not try to gain unauthorized access to any part of the Alterdesk communication platform;
9. You do not attempt to reverse engineer any part of the Alterdesk communication platform.

#### **4. ALTERDESK'S RESPONSIBILITIES, RIGHTS AND RISKS AND YOURS:**

1. You acknowledge and agree that the use of the Service shall be at your sole risk and for your sole responsibility.
2. You acknowledge and agree that it is your responsibility to meet any technical and functional requirements in order to be able to make use of the Alterdesk communication platform.
3. You acknowledge and agree that it is your responsibility to take all necessary steps to prevent the use of the Alterdesk communication platform to infect or contaminate any of your information (or any other content) and/or any of your information technology (software and hardware).
4. You acknowledge and agree that it is your responsibility to comply at all times with local law in connection with the use of the Alterdesk communication platform.
5. If you use a paid version of the Service, you acknowledge and agree that it is your sole responsibility to download and archive user generated content on a local



device. You can change your profile data stored in Alterdesk at any time via the profile settings.

6. You acknowledge and agree that Alterdesk shall never be responsible for any information (or any other content) generated, provided or received by you or other users by means of the Alterdesk communication platform.
7. You shall be solely responsible for all information (or any other content) provided or generated by you by means of the Alterdesk communication platform. This means, amongst others, that said information (or any other content):
  1. Shall not infringe on any third party's rights;
  2. Shall not give rise to any liability;
  3. Shall not be wrongful, illegal or unlawful in any other way.
8. The Service is provided by Alterdesk to you "AS IS". This means, amongst others, that NO warranties or representations are provided and that NO specific qualities or features are warranted in connection with:
  1. The Service in general;
  2. The usefulness or interoperability of the Service;
  3. All software related to the Service (in particular as to being secure and free of faults, defects, errors, viruses, bugs, so-called worms, so-called Trojan horses or any other harmful material);
  4. The accuracy and/or completeness of information (or any other content) generated, provided or received by you or other users by means of the Alterdesk communication platform.
9. You acknowledge and agree that Alterdesk shall have the right at all times to temporarily take the Service offline in full or in part and/or to restrict its use or access, if according to Alterdesk this is necessary or expedient (for example for purposes of preventive, corrective or adaptive maintenance). Except in case of an emergency, Alterdesk will inform you beforehand.



10. You acknowledge and agree that Alterdesk has the right to immediately stop or (temporarily) suspend you from using the Service, in case you act contrary to these Terms of Service and/or any specific agreement concluded between you and Alterdesk, without giving rise to any liability on the part of Alterdesk.
11. You acknowledge and agree that Alterdesk has the right to send you messages by the Alterdesk communication platform and by e-mail insofar as necessary for the proper functioning and performance of the Service.
12. You have the right to stop using the Service at all times. If you use a paid version of the Service, you acknowledge and agree that it is your sole responsibility to timely inform Alterdesk that you wish to stop using the Service and that you wish to stop your next payment obligation, in accordance with the provisions of your agreement.

ADDITIONALLY, FOR FREE, TEST AND DEMO ACCOUNTS THE FOLLOWING APPLIES:

13. You acknowledge and agree that your account is only made available for testing and acceptance purposes, not for production purposes.
14. You acknowledge and agree that the Service does not comprise the personal support service.
15. You acknowledge and agree that your maximum storage capacity is 20 GB and the maximum number of messages that can be stored is 20.000.
16. You acknowledge and agree that when either your maximum storage capacity or maximum number of messages has been exceeded, the Alterdesk communication platform shall automatically delete your oldest information (or any other content) in excess of said maximum storage capacity or maximum number of messages.
17. You acknowledge and agree that the Service does not comprise the possibility to download any information (or any other content). Alterdesk shall never be obliged to convert and/or provide any content to you.



18. You acknowledge and agree that Alterdesk has the right to modify, amend and/or alter the Service (in parts or in whole), without giving rise to any liability on the part of Alterdesk.
19. You acknowledge and agree that Alterdesk has the right to discontinue the Service (in parts or in whole), without giving rise to any liability on the part of Alterdesk.

#### **5. IPR's:**

1. The design of the Service, all trademarks, service marks, logos and related software, all related content (such as text, scripts, graphics etc.) and all related interactive features provided or generated by Alterdesk by means of the Alterdesk communication platform that are protected by any law as intellectual property rights (together the "IPR's"), are owned by or licensed to Alterdesk.
2. Alterdesk reserves all its rights related to the Service and the IPR's, not expressly granted to you in using the Service in accordance with these Terms of Service and/or any specific agreement concluded between you and Alterdesk.
3. With regard to any intellectual property rights owned by you, you grant Alterdesk permission and/or a royalty-free, unencumbered, sub-licensable and non-exclusive license to use and reproduce such intellectual property rights, only insofar as is necessary for providing the Service.

#### **6. FORCE MAJEURE:**

1. Force majeure shall mean: any circumstance beyond the control of the parties and/or unforeseen circumstances, which prevent or at least seriously hinder the complete or partial fulfilment of any obligation, or as a result of which fulfilment becomes so difficult or expensive that fulfilment can no longer reasonably be demanded from one of the parties.
2. Each of the following circumstances shall qualify at all events as force majeure: fire, extreme weather conditions, blockades, strikes and lockouts, disruption of the internet connectivity, disruption in the supply of products and services that are important for the performance of the Service, government measures

(including import and export regulations) preventing or hindering the performance of the Service and transport problems (including extreme traffic jams).

## 7. LIABILITY:

1. Vis-à-vis users that use the Service for free, any and all liability of Alterdesk (whether based on warranty, contract, tort, civil liability or any other legal theory) for any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) is entirely excluded.
2. Alterdesk shall not be liable (whether based on warranty, contract, tort, civil liability or any other legal theory) for any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from:
  1. Errors, mistakes, omissions, inaccuracies or incompleteness with regard to information (or any other content) generated, provided or received by you or other users by means of the Alterdesk communication platform;
  2. (Partial) loss of information (or any other content) generated, provided or received by you or other users by means of the Alterdesk communication platform;
  3. Information (or any other content) generated, provided or received by you or other users by means of the Alterdesk communication platform;
  4. Any unauthorised access to or use of information (or any other content) generated, provided or received by means of the Alterdesk communication platform;
  5. The lawful disclosure of information (or any other content) generated, provided or received by means of the Alterdesk communication platform;
  6. Any unauthorised access to or use of Alterdesk's servers, the Service, all related software or related content (such as text, scripts, graphics etc.)



and all related interactive features provided or generated by Alterdesk by means of the Alterdesk communication platform;

3. In no event Alterdesk's entire, cumulative liability shall exceed the total amount that has been invoiced to and paid by the user in connection with the Services in the [12] month period immediately preceding the facts or circumstances that give rise to such liability, with a maximum amount of € 50.000,00.
4. In case a jurisdiction does not allow the exclusion and/or limitation of liability as referred to in these Terms of Service, Alterdesk's liability shall be limited to the maximum extent permitted by law.

#### **8. INDEMNIFICATION:**

1. You agree to defend, indemnify and hold harmless Alterdesk from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from your acting contrary to these Terms of Service and/or any specific agreement concluded between you and Alterdesk. This defense and indemnification obligation will survive your use of the Service.

#### **9. GENERAL:**

1. The Service shall be deemed to be solely based in and operated from within the European Union.
2. Any rights and/or obligations under these Terms of Service and/or under any specific agreement concluded between you and Alterdesk may not be transferred or assigned by you.
3. Alterdesk has the right to modify, amend and/or alter these Terms of Service at all times. It is your responsibility to review such new Terms of Service on Alterdesk's website. If you do not agree to such new Terms of Service, your only recourse shall be to discontinue your use of the Service. Your continued use of the Service shall be deemed to constitute agreement to such new Terms of Service.



4. If any provision of these Terms of Service shall be held to be illegal, void or unenforceable, such provision shall:
  1. Be of no force and effect, but the illegality, voidness or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of these Terms of Service, and
  2. the parties shall commit themselves to replace the non-binding and/or non-enforceable provision by provisions which are binding and enforceable and which differ as little as possible - taking into account the object and purpose of these Terms of Service - from the non-binding and/or non-enforceable provision.
5. The Service, these Terms of Service and/or any specific agreement concluded between you and Alterdesk shall be exclusively governed by the laws of the Netherlands.
6. All disputes, including provisional proceedings, arising from or relating to the Service, these Terms of Service and/or any specific agreement concluded between you and Alterdesk shall be settled exclusively by the competent court of Amsterdam, the Netherlands.



## APPENDIX 1: PERFORMANCE

To ensure the optimal performance of our service, there are a few things / limits to take into account.

1. Group chats allow for a maximum of 150 participants.
2. Users can share up to 1GB worth of files per message. This goes for files of up to 100MB in size. As such, users can share a total of 10 separate files of 100MB each per message.
3. The quality of video calls depends on your device and the speed of your internet connection. Most modern smartphones, tablets and desktops should be able to conduct video calls with up to 4-5 participants at a time.
4. The video call functionality works in the following browsers: Firefox, Chrome, Opera or Vivaldi. Do ensure that the browser of your choice is up to date. Screensharing is available in Chrome (with our plugin) or Firefox.