

Terms and Conditions Cloudpulse

Realized on March 27, 2014 and updated in January 2018

Definition

In these Terms and Conditions, the following terms have the following meanings, unless explicitly stated otherwise.

<i>CloudPulse:</i>	CloudPulse, located in the Netherlands registered at “Chamber of commerce” under reference number 59488425
<i>Terms and Conditions:</i>	The terms and conditions mentioned below.
<i>Service:</i>	All the works in any form whatsoever, Cloudpulse has done for or on behalf of the other party.
<i>Fees:</i>	The financial compensation agreed for execution of the contract with the other party.
<i>Contract:</i>	The contract of service contract.
<i>Agreement:</i>	Any agreement between Cloudpulse and the other party.
<i>Product:</i>	All matters that are subject of the agreement concluded between the Client and Cloud Pulse.
<i>Voucher:</i>	A voucher that meets the security features, which upon surrender to the other party without payment or discount, receiving the product and / or service is provided.
<i>Other party:</i>	Those who have accepted these terms and conditions and the product has decreased and / or has ordered the execution of the service

Scope

These Terms and Conditions apply to any tender offer and agreement concluded between Cloudpulse and the other party, unless these Terms been agreed upon in writing.

These Terms and Conditions also apply to agreements with Cloud Pulse, the execution of which third parties should be involved.

The applicability of any purchase or other terms and conditions of the other party is explicitly rejected.

If it is found that one or more provisions of these Terms and Conditions are void or voidable, the General Conditions remain for all other maintenance. If this situation occurred Cloudpulse and the other party to agree in consultation with the aim of new provisions to replace the invalid provisions.

Deviations from the Agreement and General Conditions are valid only if in writing and expressly agreed with Cloud Pulse.

Offers and / or Quotations

Offers and / or tenders (preferably) in writing and / or by electronic means, unless emergency circumstances make this impossible.

All offers and / or quotations Cloudpulse are free, unless a deadline for acceptance of the offer and / or quotation. If the offer and / or offer a deadline for acceptance is made void the offer and / or quotation when this period has expired.

Cloudpulse cannot by its quotations and / or offers to be taken if the other party, in terms of reasonableness and fairness and in society prevailing views, ought to understand that the offer and / or offer or any part thereof, an obvious mistake or contains error.

If the acceptance, whether or not on subordinate points from the offer contained in the offer and / or quotation, Cloudpulse is not bound. The Agreement may not be concluded in accordance with said deviating acceptance, unless Cloudpulse indicates otherwise.

A compound quotation Cloudpulse not to supply part of the offer and / or quotation items and / or to perform part of the assignment against a corresponding part of the price.

Offers and / or quotations do not automatically apply to future orders and reorders.

Establishment agreement

The Agreement is concluded by the acceptance by the Party of the offer and / or quotation Cloud Pulse.

Ended contract

The Agreement is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties have expressly agreed otherwise in writing.

Hosting

Cloudpulse has a hosting to disposal. When the other party is excessive traffic on the limit CloudPulse has the right to charge an amount for this. Cloudpulse is not liable for damage caused by failure, failure, compliance, data loss or corruption of data regardless of the cause.

Content Data

Cloudpulse is not responsible for the content and information of the other party service. Cloudpulse has the right to stop the service inactive and / or delete if the contents:

- In conflict with the law;
- Has a violent nature or referring to a location with violent content;
- Discriminates by race, gender, political affiliation, religion or belief;
- Encourages illegal activities, perform, promote or recommend;
- Has been hacked or is;

Cloudpulse is not liable for the damage that the other party service contained illegal content, except Cloudpulse to be aware of was this content.

Malware and / or viruses

The Party sets of malware and / or viruses on its service which can harm. If the other party malware and / or viruses has placed on his or her service, malware and / or virus is immediately removed.

If it occurs repeatedly that the other party places deliberately malware and / or viruses on their service, Cloudpulse has the right to terminate the Agreement and to provide the service inoperative.

Amending agreement

If during the execution of the agreement shows that for a proper implementation is necessary to amend the Agreement or supplement, Cloudpulse the Party shall notify as soon as possible. The parties will proceed swiftly and in mutual consultation to amend the Agreement.

If the parties agree that the Agreement shall be amended or supplemented, the time of completion of the implementation can be affected. Cloudpulse as soon as possible inform the other party thereof.

If the amendment or supplement to the Agreement, financial, quantitative and / or qualitative consequences will, Cloudpulse the party will inform about it in advance. If a fixed Fee, price and / or tariff agreed, Cloudpulse will indicate to what extent the change or addition to the Agreement affects the price. This Cloudpulse will try, if possible, before doing a quotation.

Cloudpulse will be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to cloud Pulse. Changes to the original agreement concluded between the Client and Cloudpulse are only valid from the moment these changes by means of a supplementary or amending agreement accepted by both parties.

Prices and rates

The prices and tariffs are expressed in euros, excluding VAT and other government levies, unless otherwise indicated. The prices and rates include travel, accommodation, packaging, delivery or shipping and handling, unless otherwise indicated.

All additional costs will Cloudpulse time for the conclusion of the Agreement required to declare to the other party or provide data on which these costs can be calculated by the other party.

Amendment fees and prices

If Cloudpulse at the conclusion of the Agreement agrees a fixed Fee, price or rate, then Cloudpulse entitled to increase this even if the Fee, the price or rate was not originally given subject.

If Cloudpulse intends the Fee, the price or change the tariff, it shall notify the other party of this as soon as possible. If the increase of the Fee, the price or rate within three months after the conclusion of the Agreement, the other party may terminate the Agreement by written notice, unless:

- The increase resulting from a power given to the Cloudpulse obligation under the law;

- The increase caused by an increase in the price of raw materials, wages, etc., or other grounds that were not reasonably foreseeable at the conclusion of the Agreement;
- Cloudpulse still willing to implement the agreement based on the originally agreed;
- Stipulated that the implementation over three months will be made after the conclusion of the Agreement.

The other party is entitled shall be increased to terminate the agreement if more than three months after the conclusion of the Agreement, the Fee, the price of the fare, unless the Agreement is stipulated that the implementation for more than three months after the conclusion of the Agreement will be performed.

Cloudpulse the party will in case of the intention to increase the Fee, the price or rate inform. Cloudpulse will thereby will indicate the extent of and the date of the increase.

Delivery

Delivery takes place when the case is brought to the Other disposal. After delivery, the risk of the case to the other party.

The party is obliged to accept the purchased goods at the moment at which they are available or delivered to him in hand. If the other party at the place of delivery, the thing refuses to take delivery or fails to provide information or instructions necessary for the delivery, the goods destined for delivery shall be stored at the risk and expense of the other party. The other party will be liable for all additional costs in that case.

Delivery times

The delivery will take place within 2 working days. If the delivery of the case agreed period or is specified, this term only indicative and never be regarded as a deadline. If Cloudpulse data or instructions required by the other party, which are necessary for the delivery, the delivery shall commence after the Party that has provided Cloud Pulse.

Exceeding the delivery period the Other Cloudpulse serves written notice of default, whereby Cloudpulse still a reasonable period is provided to deliver the case. A notice is not required if the delivery has become permanently impossible or otherwise revealed that Cloudpulse will not fulfill its obligations under the Agreement. Cloudpulse not go by that time to delivery, the other party has the right to terminate the Agreement without judicial intervention and / or to demand compensation.

Execution times

The work will be carried out within 5 working days. If the implementation of certain activities has been agreed or given a term, then that term only indicative and never be regarded as a deadline.

If Cloudpulse data or instructions required by the other party, which are necessary for the execution of the Agreement, the implementation period shall commence after the Party that has provided Cloud Pulse. Whenever a time limit, the other party Cloudpulse written notice of default, whereby Cloudpulse will still be afforded a reasonable period to implement the Agreement.

A notice is not required if the delivery has become permanently impossible or otherwise revealed that Cloudpulse will not fulfill its obligations under the Agreement. Cloudpulse not go by that time to delivery, the other party has the right to terminate the Agreement without judicial intervention and / or to demand compensation.

Transfer of Risk

The matters covered by the Agreement until the date of disposal of the goods to the other party at the expense and risk of Cloud Pulse.

The risk of loss, damage or loss of property subject to the Agreement shall pass to the Customer at the moment things to the other party or a third Party to appoint disposal.

Payment

Payment will be made by means of deposit or transfer to a bank account designated by Cloudpulse at the time of sale or delivery, unless otherwise agreed.

Payment can only be made in advance. Payment must be made within 14 days after the invoice date in a manner to and in the currency of the invoice by Cloud Pulse, unless otherwise agreed.

Cloudpulse is entitled to declare the work done in the preceding period to the other party. Declaration found by one week.

Cloudpulse and the other party may agree that payment in instalments is proportional to the progress of the work. If payment is agreed upon, the other party must pay according to the terms and percentages as laid down in the Agreement.

Objections to the amount of the bill to suspend the payment obligation. In case of bankruptcy, moratorium or receivership, the claims of Cloudpulse and the Counterparty obligations Cloudpulse due immediately.

Invoice costs

If the other party in default or omission in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court on behalf of the other party. In any case, the Other collection costs.

Regarding the extrajudicial (collection) costs has Cloudpulse notwithstanding section 6:96 paragraph 5 of the Civil Code and the Decree on compensation for extrajudicial invoice costs entitled to a reimbursement of 15% of the total outstanding principal amount with a minimum of € 90 for each invoice that is not fully or partially met. Any reasonable judicial and execution costs will also be borne by the other party.

voucher

A voucher can only be contracted by Cloud Pulse. A voucher is valid for the duration. The validity is specified on the voucher. Vouchers cannot be returned or exchanged for cash.

Retention

All by Cloudpulse under the Agreement delivered remain the property of Cloudpulse until the other party what he owes is properly implemented on the basis of the Agreement and has fully complied with.

When owed is also included: the reimbursement of all costs and interest, including previous and subsequent deliveries and services, as well as damage claims for failure to comply.

As long as the ownership of the goods delivered not gone to the other party, which it may fall under the retention does not sell, pledge or otherwise objections, except in the ordinary course of his / her business.

Suspension

If the other party does not, not fully or timely comply with an obligation under the Agreement, Cloudpulse has the right to suspend the fulfilment of the corresponding obligation. In case of partial or non-proper performance suspension is allowed only to the extent that the shortcoming justifies it.

Furthermore Cloudpulse is authorized to suspend the fulfilment of the obligations if:

- Have been aware of circumstances after the conclusion of the Agreement Cloudpulse that give good reason to fear that the other party will not fulfil its obligations;
- The other party in concluding the agreement was requested to provide security for the fulfilment of its obligations under the Agreement and security fails or is insufficient;
- The delay on the part of the Other no longer Cloudpulse can be expected that he will fulfil the agreement against the originally agreed conditions;
- Circumstances arise of such nature that fulfilment of the contract impossible or unaltered maintenance of the agreement not reasonably Cloudpulse can be expected;
- The other party in a state of bankruptcy, a request for suspension of submitting payment for application of the debt natural persons calls, faced with a seizure of all or part of its property;
- The other party is placed under guardianship;
- The other party dies.

Dissolution shall be effected by notice in writing without judicial intervention.

If the Agreement is terminated, the claims of Cloudpulse on the other party shall be immediately due and payable. Cloudpulse if the agreement on the basis of the foregoing reasons decomposes, Cloudpulse is not liable for any costs or damages. If the dissolution is attributable to the other party, the other party is liable for the damage suffered by Cloud Pulse.

force majeure

A shortcoming cannot be attributed to Cloudpulse of the other party, as the failure is not due to his fault or by law, legal act or generally accepted for its account in traffic. In this case, the parties are not obliged to fulfil the obligations arising under the Agreement.

Force majeure is defined in this agreement is in addition to what is included in this area in the law and jurisprudence, all external causes, foreseen or unforeseen, which Cloud Pulse's control and which Cloudpulse is unable to meet the obligations .

If force majeure circumstances i.e. considered: strike, lockout, fire, flood, natural disaster or other external perils, mobilization, war, traffic barriers, blockades, import or export restrictions or other government measures, interruption or delay in the supply of raw materials or machinery , lack of labour, as well as any conditions which the normal course is hampered in the company as a result of which the performance of the Agreement by Cloudpulse cannot reasonably be expected of the other party.

Cloudpulse also has the right to invoke force majeure if the circumstance which prevents (further) fulfilment of the agreement occurs after Cloudpulse should have fulfilled his obligation.

In case of force majeure, the parties are not required to continue the Agreement or pay any compensation. Both Cloudpulse if the other party can during the period that the force majeure its obligations under the Agreement, suspend in whole or in part. If this period lasts longer than two months, both parties are entitled to the Agreement with immediate effect, by written notice, without court intervention, without which the parties may claim any compensation.

If the situation of force majeure is temporary, Cloudpulse reserves the right to suspend the agreed performance for the duration of the force majeure. In the event of permanent force majeure, both parties are entitled to dissolve the agreement extrajudicially.

If Cloudpulse at the time of the occurrence of force majeure its obligations has been partially fulfilled under the Agreement or will be fulfilling, and to fulfil or to be an independent value after Cloudpulse is entitled to separately the part already performed or to be performed billing. The other party is obliged to pay this invoice as if it were a separate agreement.

guarantees

Cloudpulse guarantees that the goods delivered to the agreement. Cloudpulse also guarantees that the delivered goods meet the usual requirements and standards that can be made reasonably and that the things that qualities that, taking all circumstances into account, are required for normal use.

Cloudpulse guarantees that the work carried out by him at the agreement and executed with good workmanship and using proper materials. The warranty stated in these Terms and Conditions applicable for use within the Netherlands.

If the delivered item has been produced by a third party, subject to the guarantee provided by the third party, unless otherwise indicated.

If the delivered product and / or service supplied does not meet the guarantee, Cloud Pulse, will post this entry, proceed within a reasonable time free replacement or repair. If the warranty has expired, all costs for repair or replacement, including administration, shipping and call-out, on behalf of the other party.

Any kind of guarantee will lapse if a defect is caused by improper use or lack of care, whether it is a result of changes that the other party or third parties have made to the delivered. Nor Cloudpulse is responsible for any damage suffered as a result of these defects. The warranty is void if the defect is caused by or arising from circumstances where Cloudpulse no influence can exercise. Under these conditions, among others, fall weather.

Research and advertising

The other party is obliged to examine the goods delivered at the time of delivery, but in any case within 5 days after delivery. The Party is obliged to investigate the Service at the time of the execution, but in any case within 5 days of execution.

While the other party must examine whether the quality and quantity of the product and the service performed in line with what was agreed, at least satisfy the requirements applicable to them in the ordinary course of trade. Visible defects and shortcomings must within 3 days of delivery of the product in writing to be reported to Cloud Pulse. The defective product should be returned together with proof of purchase, unless this is impossible or unreasonably onerous.

Visible defects and shortcomings must within three days to be reported in writing to Cloudpulse after the execution of the Service. Non-visible defects and shortcomings must Cloudpulse must be reported within 3 days after its discovery. The defective product should be returned together with proof of purchase, unless this is impossible or unreasonably onerous.

The right to (partial) refund of the price, repair, replacement or compensation shall lapse if defects are not reported within the prescribed period, unless the nature of the Product and / or Service or circumstances of the case results in a longer period .

Any shipping the written request of the other party returning the defective Product Cloudpulse shall compensate the other party. Charges other than postage will not be reimbursed by Cloud Pulse, unless agreed in writing. Shipping costs are never reimbursed when the Other Cloudpulse has not requested in writing to be sent.

The payment obligation is not suspended if the Other Cloudpulse within the period prescribed in the notice of the defective goods. If a complaint is made in time, the other party remains obliged to accept and pay for the goods purchased, unless it has no independent value.

Liability

Cloudpulse is only liable for direct damage caused by deliberate recklessness or intent Cloud Pulse. The execution of the Assignment is entirely at the risk and responsibility of the Party. Cloudpulse is only liable for direct damage caused by deliberate recklessness or intent Cloud Pulse.

Cloudpulse is never liable for indirect damage, which in any event including consequential damages, lost profits, lost savings, business interruption or immaterial damages from the other party. In the case of a consumer extends this restriction does not go beyond those permitted under Article 7:24 paragraph 2 DCC.

Cloudpulse is not liable for damages of any kind, because Cloudpulse is incorrect and / or incomplete data provided by the other party, unless such inaccuracy or incompleteness Cloudpulse should have been aware.

If Cloudpulse should be liable for any damages, the liability of Cloudpulse limited to the amount paid or up once the amount stated on the invoice the insurer Cloud Pulse. Cloudpulse is in no way liable for damages caused by shortcomings of third parties engaged by Cloud Pulse.

Disclaimer

The Other indemnify Cloudpulse for any claims by third parties who suffer in connection with the execution of the Agreement and damage attributable to the other party.

If Cloudpulse should be addressed by third parties, then the Party held Cloudpulse both stand outside and in court. All costs and damages on the part of Cloudpulse and others are further expense and risk of the other party.

limitation

For all claims against Cloudpulse and applicable third parties engaged by Cloudpulse (optional), notwithstanding the statutory limitation periods, the limitation period of one year.

Intellectual Property

Cloudpulse retains the rights and powers for which he is entitled under the Copyright and other intellectual laws and regulations.

Cloudpulse reserves the right to use any of the execution of the work increased knowledge for other purposes, provided that no confidential information is disclosed to third parties.

Privacy

The data and information provided by the Client to Cloud Pulse, Pulse Cloud will keep carefully and confidentially. Cloudpulse of the other party may use the personal data solely for the purposes of carrying out its obligation to deliver or handle a complaint.

It's Cloudpulse not allowed to lend the personal data of the other party, rent, sell or disclose in any way. If on the basis of a statutory provision or a court ruling Cloudpulse is obliged to provide confidential information to third parties, and Cloudpulse invoke the matter is not a legal or recognized by the competent judge or permitted to change, then Cloudpulse is not required for damages or compensation. the other party is also not entitled to terminate the Agreement pursuant to any damage caused by this.

The Counterparty agrees that Cloudpulse the Other approaches for statistical research or customer satisfaction survey. When the other party will not be accessed for research, the other party can express this. Cloudpulse reserves the right to use the remaining data from the other party for anonymous (statistical) research and database.

Cookies

When visiting our website may Cloudpulse information from the other party gathering on the use of the website through cookies. The data and information provided by the Client to Cloud and Cloudpulse Pulse collects will save Cloudpulse carefully and confidentially.

Cloudpulse of the other party may use the personal data solely for the purposes of carrying out its obligation to deliver or handle a complaint. The information Cloudpulse collects can be used for functional and analytical purposes using cookies.

It's Cloudpulse not allowed to lend the personal data of the other party, rent, sell or disclose in any way. If on the basis of a statutory provision or a court ruling Cloudpulse is obliged to provide confidential information to third parties, and Cloudpulse invoke the matter is not a legal or recognized by the competent judge or permitted to change, then Cloudpulse is not

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Newsletter

The other party can sign up for the newsletter. The newsletter will keep the other party informed of the latest news and the latest developments.

The other party will receive the newsletter by mail. The other party can at any time in writing or via the link to unsubscribe from the newsletter. The party will then receiving messages.

Applicable law and disputes

On relations with all legal Cloudpulse party, only Dutch law. This applies even if a contract wholly or partially executed abroad or if the other party is domiciled abroad. The applicability of the CISG is excluded.

Forex, CFDs and Futures

The trading of CFDs, Forex, futures or other financial product carries a high risk, and is possibly not suitable for you. High degree of leverage can work both for and against you. Before you decide to invest, you should find out well and consider what your goals are, the extent to which you are willing to run risks and the extent to which you are familiar yourself with these products. The possibility exists that you lose some of your deposited funds, or all of your deposited funds. Therefore invest no more than you are prepared to lose. Before starting, you must verify that all the risks of trading CFDs, Forex, futures or other financial product entails. Turn in doubt, always an independent expert.

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