

TERMS AND CONDITIONS FOR TPT-CLOUD SERVICE

Last updated: 30/07/2019

1. INTRODUCTION

This document establishes the general terms and conditions appertaining to the registration and use of the service TPT-CLOUD, implemented as a web application at tptcloud.com (hereinafter referred to as the "SERVICE"). The service is offered by GLOBAL MODELLING (Dr. Andrey Bogomolov, VAT No. DE295134343); Address: Rembrandtstraße 1, 73433 Aalen, Germany; E-Mail: info@tptcloud.com; and MESTRELAB RESEARCH SL; Address: r/ Feliciano Barrera 9B – Baixo, 15706, A Coruña, Spain; email: info@mestrelab.com; hereinafter referred to as the "PROVIDER". The service is used by private individuals and/or organisations (hereinafter referred to as the "USER") which register in the web application.

2. OBJECT OF THE CONTRACT

2.1. By this contract the PROVIDER agrees to grant the USER access to the SERVICE under the terms and conditions established in this document and according to request made by the USER.

2.2. Property of all software, including intellectual and industrial property, remains with the PROVIDER. By this contract the USER is granted a limited, non-exclusive, revocable license for the use of the SERVICE.

3. RIGHTS AND OBLIGATIONS OF THE PROVIDER

3.1. The PROVIDER agrees to grant online access to the SERVICE for its use by the USER. The PROVIDER will not be held responsible for any error caused in the access when the details introduced by the USER in the registration form are not accurate or have been omitted. The PROVIDER will not be responsible for any errors or delays in the access by the USER when introducing details in the registration form in the SERVICE web page or for any other anomalies which may arise when these incidents are caused by problems in the Internet network or by fortuitous or force majeure causes, or any other unpredictable contingencies outside its control and its good faith.

3.2. The PROVIDER will not be responsible for defects, errors and bugs which can be observed in the use of the SERVICE, and the PROVIDER gives no warranty or representation that the SERVICE will be wholly free from such defects, errors and bugs.

3.3. The PROVIDER will not be responsible for errors or damages caused by the use of the SERVICE inefficiently or in bad faith by the USER or its employees or by insufficient knowledge by the USER or its employees of the subject to which the SERVICE refers. Supporting client hardware, server and network infrastructure is out of the scope of the PROVIDER'S obligations.

3.4. The PROVIDER will in NO case be responsible for the use given to the software, for analysis, conclusions, works and other results offered by the software, as these are always dependant on the knowledge, expertise and interpretations of the USER and its employees, who declare to have the knowledge necessary to use the software.

3.5. The USER expressly renounces any rights to claim any contractual or extra contractual responsibility for any damages derived of any of the causes outlined in clause 3.

3.6. Exclusion of financial liabilities: The SERVICE being offered to the USER by the PROVIDER is free of charge. By agreeing to these terms, the USER understands and agrees that there is no liabilities which can be accepted by the PROVIDER, therefore no resulting financial indemnification can be requested and expected by the USER.

4. THE USER'S OBLIGATIONS

4.1. The USER is solely responsible for the specific use given to the SERVICE to which these terms and conditions apply.

4.2. The USER agrees to use the SERVICE in good faith and to comply with the restrictions of the license granted. The USER will not undertake any illegal activities in the use of the license, and specifically will not copy the application, distribute it, modify it, reverse engineer it or transform it in any way including the prohibition to produce versions of it. The USER agrees to not undertake any non-authorized use of the SERVICE.

5. AUTHOR RIGHTS AND BRAND

The PROVIDER has all the rights, moral and commercial, over the web SERVICE. The PROVIDER has exclusive right to the commercial exploitation of its work in any way and, particularly, all rights to the reproduction, distribution, public communication and transformation of the aforementioned application, which no third-party will be able to exercise without explicit written authorisation by the PROVIDER.

6. PERSONAL DATA PROTECTION

6.1. In accordance with Article 12 and 13 of the European Regulation on General Data Protection (GDPR), we inform you that as the data controller, the PROVIDER is legally responsible for ensuring that the personal data held in its database is processed in accordance with the above directive.

6.2 Your data protection rights: You have the right to Oppose, Access, Rectify, Cancel, Limit, Suppress and Move the data. To exercise your rights, you can write or email to the following address, attaching a proof of identity:

GLOBAL MODELLING

Dr. Andrey Bogomolov, VAT No. DE295134343

Address: Rembrandstraße 1, 73433 Aalen, Germany

E-Mail: info@tptcloud.com

6.3. The personal information that we may collect about you broadly falls into the following categories: Information that you provide voluntarily. We ask you to provide personal information to register into TPT-Cloud. For example, we ask you to provide your name and contact details in order to access the service. Information that we collect automatically. When you visit our Website, we may collect certain information automatically from your device. In some countries, including countries in the European Economic Area, this information may be considered personal information under applicable data protection laws. Specifically, the information we collect automatically may include information like your IP address, device type, unique device identification numbers, browser-type, broad geographic location (e.g. country or city-level location) and other technical information. We may also collect information about how your device has interacted with our Website, including the pages accessed and links clicked. Collecting this information enables us to better understand the visitors who come to our Website, where they come from, and what content on our Website is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our Website to our visitors. Some of this information may be collected using cookies and similar tracking technology.

6.4. Data treatment and safekeeping: We retain personal information we collect from you where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have

requested or to comply with applicable legal, tax or accounting requirements). We will keep your data for the time period we are required to do so by our legal obligations. The PROVIDER treats your data in confidentiality and uses adequate security measures to safekeep its database. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible. We are not responsible for the inaccuracy of the data you have provided us, unless you have asked us to rectify them.

6.5. Legal basis for processing personal information: We will use the data provided by you via this website, email or other contact method to follow up on your information or contact request. You accept this treatment by accepting our Terms & Conditions. You may opt to provide your consent to send you news on the service and related-products. In general, we will use the personal information we collect from you only for the purposes described in this Privacy Notice or for purposes that we explain to you at the time we collect your personal information. However, we may also use your personal information for other purposes that are not incompatible with the purposes we have disclosed to you (such as archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes) if and where this is permitted by applicable data protection laws.

6.6. We may disclose your personal information to the following categories of recipients:

- to our Website hosting partners and other third parties who assist us in operating our Website, conducting our business, or servicing you, so long as these parties agree to keep the information confidential and in compliance with our data protection contractual terms;
- to third party services providers and partners, including distributors and other sales intermediaries, who provide data processing services to us or who otherwise process personal information for purposes that are described in this Privacy Notice or notified to you when we collect your personal information.
- to any competent law enforcement body, regulatory, government agency, court or other third party where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person;
- to any other person with your consent to the disclosure.

6.7. International data transfers: Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. Third party service providers and partners operate around the world. This means that when we collect your personal information, we may process it in any of these countries. These countries may have data protection laws that are different to the laws of your country. However, we have taken appropriate safeguards to require that your personal information will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of personal information between our group companies, which require all group companies to protect personal information they process from the EEA in accordance with European Union data protection law. We have implemented similar appropriate safeguards with our third-party service providers and partners. Our Standard Contractual Clauses and further details can be provided on request.

6.8: Cookies and similar tracking technology: Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information. Cookies set by the website owner (in this case, the PROVIDER) are called "first party cookies". Cookies set by parties other than the website owner are called "third party cookies". Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that set these third-party cookies can recognize your computer both when it visits the website in question and also when it visits certain other websites.

Why do we use cookies?

Some cookies are required for technical reasons in order for our Websites to operate, and we refer to

these as "essential" or "strictly necessary" cookies. Other cookies also enable us to track and target the interests of our users and to monitor the use of our websites to enhance the experience on our Websites. Third parties serve cookies through our Websites for advertising, analytics and other purposes.

The PROVIDER uses cookies to obtain information and carry out statistical analysis of the use of the SERVICE and related subdomains – which in any case can always be consulted and used anonymously – and to permit the operation of some of its services.

The cookies used by the PROVIDER are anonymous and do not refer to the personal data of the USER nor can in any case the data stored by the USER in its hard drive be accessed by these cookies. The identity of the USER is never inserted directly in the cookie and therefore it is not susceptible to be intercepted. The only non-anonymous cookies, i.e., cookies which permit identification, can only be assigned after authorisation by the USER when immediate identification for access to restricted areas without a need for manual insertion of keys is desired by the USER.

In any case, if the USER does not wish for these cookies to be installed, he/she will have the option to configure his/her browser to prevent it without any alteration to the use of the web page relating to the USER.

7. COMPLIANCE WITH LAWS; EXPORT CONTROL RESTRICTIONS

User access to this website, and the information available herein, is governed by and subject to applicable European Union, United States and other export control and sanctions laws.

You agree to comply with all applicable laws with respect to your use of the SERVICE. You acknowledge and agree that the SERVICE is subject to export control, customs, economic sanctions, and anti-boycott laws, regulations, rules, and associated executive orders enacted, issued, entered, promulgated, or enforced by the European Union, the United States, the United Nations, the Organization for Security and Co-operation in Europe (the "OSCE"), or the country where you reside (provided such applicable laws or regulations of the Territory do not conflict with applicable regulations of the European Union or the United States) (each individually, an "Export Control Law" and, collectively, the "Export Control Laws") .

You will comply with all applicable Export Control Laws and not provide any Items to anyone in a country or other destination that is subject to a United States Government export embargo (currently Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region) (an "Embargoed Destination"), to a representative of an Embargoed Destination, or to persons or for purposes prohibited under any Export Control Law. Prohibited end-uses include the research on or development of chemical, biological or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities. In addition to any other remedy it may have, the PROVIDER may terminate access to the service immediately and without notice if the PROVIDER believes that such activity may violate any Export Control Law or Company's own compliance policies. If You access the Site the USER represents that is not in any Embargoed Destination, acting for anyone in an Embargoed Destination, and is not a person or entity (or owned by one or more entities) that has/have been sanctioned or otherwise listed on a prohibited persons lists issued by the United States, the United Nations, the European Union, the OSCE, the United Kingdom, Japan, Australia or Switzerland. the USER shall indemnify the PROVIDER for all losses, costs, claims, damages and expenses (including attorneys' fees and expenses) arising from the violation or alleged violation of any applicable federal, state or local law, including without limitation, any Export Control Law.

8. SEVERABILITY

If any clause of these General Terms and Conditions was declared void, the remaining clauses will remain in force and will be interpreted according to the intention of the parties and to the purpose of these General Terms and Conditions. The PROVIDER will have the right to waive any of the rights and faculties derived from this document. Such waiver will in no case imply any subsequent waiver unless otherwise admitted by the PROVIDER in writing. These General Terms and Conditions are displayed in English.

9. UPDATES TO THIS TERMS & CONDITIONS

We may update this Terms & Conditions from time to time in response to changing legal, technical or business developments. When we update our Terms & Conditions, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will obtain your consent to any material Terms & Conditions changes if and where this is required by applicable data protection laws. You can see when this Terms & Conditions was last updated by checking the "last updated" date displayed at the top of this Terms & Conditions.