

## **Xsdot - User license agreement | general terms (v3.41)**

By using our services and software you agree with the following user license agreement. This agreement is binding between Xsdot (trademarked brand of Adev Advanced Development) and your company. If you are not sure about your responsibilities, please verify first with you employer or legal adviser. By (continuing) using our services you accept the following agreements:

### **1 Application content and services responsibility**

Xsdot is in no way responsible for the content (texts, images, videos, files, products, etc.) and or services on your sites and or applications.

#### **1.1 Content liability**

By using the Xsdot (web, publishing) services you acknowledge that you or your company is responsible for all content and services that you place (or are placed for you by any other parties under your business name). All content that you place or change is logged under your (employee) account name(s).

#### **1.2 Content and services legality and regional laws**

You are responsible for making sure that your content, products and or services are legal in all countries (regions) that your services, applications and sites are accessible to. Our servers are (mostly) running in the Netherlands (unless otherwise specified); this region has its own export laws that your content, products and services should comply to. If you are not sure if your content, products or services are legal for either the export or import countries/regions that your applications and sites serve, we urge you to consult your legal adviser for more information.

#### **1.3 Customer generated content liability**

Several Xsdot modules that you can place and use in your applications or sites enable your (end) customers or visitors to place (user generated) content in your applications or sites (for example, product review systems, forums and blog and news comments).

You are responsible for any content that your customers or visitors place on your applications, sites and services. In some countries it is compelled to implement abuse report functions in your applications or sites when user generated content functions are available in your applications or sites.

#### **1.4 Xsdot abuse report and complain procedure**

When Xsdot receives any complains, abuse reports, branding issues, law issues, etc. from any authority, we are entitled to temporary disable the reported abuse, illegal activity and or content in your applications or sites (or we can disable the application as a whole) and start an investigation together with your company and complainant. The content and or services will be released again once the issues with the complaining authority or person have been resolved. In no way will we ever delete your content without your knowledge or approval.

#### **1.5 App platform export & import rules**

When Xsdot develops apps for your business that are for example published in the Google Play store or Apple App Store, these apps need to comply with their respective export laws (in case of the Google and

Apple stores, the United States of America export laws are used as these stores are hosted in the USA). If you are not sure if your apps comply with the export laws, always consult your legal advisor first to avoid any legal issues in the future (even if for example Google or Apple approve your app in their stores, you are still responsible for the USA export laws). Also note that some countries have limited app import laws. Xsdot is in no way responsible for your apps regarding import and or export laws.

### **1.6 Application user agreement policies, privacy policies, return policies, rma polices, general terms and conditions, etc.**

As an application or site owner you are responsible to make sure that your customers and visitors are informed about your and your customers legal rights by placing user agreement policies, privacy policies and general terms and conditions on your applications or sites. For each type of application, site and or business different rules and terms can apply. Please verify with your legal adviser to make sure that your applications or sites contain proper legal documents and are accessible or presented to you customers, visitors and users. Xsdot is in now responsible for your legal documentations and procedures.

## **2. Third party software and frameworks**

Xsdot commonly does not use any third party software or embeds any external frameworks (for example Google analytics, Google fonts, third party advertising networks, etc.) into its (Xsdot) platform (unless otherwise specified); the only common exception is the Xsdot Embed component/service “Embed video” for enabling its customers to place/embed for example Google YouTube videos.

The first reason for this strategy is that we do not want any third parties to track our customers or its end customer’s activity; the second reason is that third party components and frameworks can enable (uncontrolled) security issues and risks at any time.

## **3 Cookies**

### **3.1 Cookies & Cookie laws**

The Xsdot platform uses temporary cookies to track its customers and their end users. Tracking is necessary to be able to service our customers and their end users with commonly accepted functions (for example shopping cart and order functions or administration tasks).

### **3.2 Third party cookies**

Xsdot never uses (unless otherwise specified) third party cookies (or permanent tracking cookies) therefore we commonly do not request permission to end customers to use cookies in our applications (the cookie laws are generally about third party tracking cookies).

## **4 Data logging and application data**

### **4.1 Activity tracking and financial data logging**

The Xsdot platform traces and stores any activity done by Xsdot’s direct customers (you) and their end customers (e.g. website, web shop or application visitors and users). All this information is commonly stored for several days (but not longer then 2 months) depending on the server configuration. After this period (maximum two months) the activity logs are automatically cleaned, however remain for another two months in the Xsdot platform backups. In other words, the activity data is at least stored for two months but not longer then (maximum) 4 months.

### **4.2 Financial & commerce data**

To comply with the law for financial institutions like the Tax office, Xsdot logs any changes made to any financial data by its customers (for example product and service pricing changes, POS prices, tax changes, discounts, etc.) and are stored for 10 years unless otherwise requested. The Tax office can request this data at any time by law. Please make sure that the 10 years comply with your country laws, consult your legal adviser if you are not sure.

All the financial tracking change logs are accessible through the Xsdot service web-interface at their corresponding modules.

### **4.3 Financial logging procedures**

Any financial change is stored as follows: who made the change (including IP address), what was the change and when was the change made. The application owner can always trace back who did what and when from where. No one (including the application owner) can change these financial data logs (this rule is compelled by law in several countries and or industry depending on what financial services or products are administrated).

### **4.4 Application (financial) data access**

Xsdot customers are always entitled to access their own data. Xsdot tries to make most of this data accessible through its service web-interface (for example, all order/financial data can be exported with the “Order administration” module; all user/member data can be exported from all “User group” modules, etc.). If for any reason data is needed that is not accessible with the back-end tools, this data can be requested (Xsdot can for example develop more tools to make the data accessible on a customer basis or we can give you the data directly on request).

## **5. Mail servers and sending emails**

You can make use of our basic email servers or external third party email services for sending emails and notifications.

### **5.1 Email liability**

You are responsible for all emails send from your applications, sites, shops, etc. Furthermore you are responsible for all emails send from your mail-clients (MS Outlook, Thunderbird, desktops, smart phones, etc.) used by you or your employee's or any other person that has access to the mail server accounts.

Please make sure that the emails that you post do not contain any illegal content, products or services. Always verify with your legal adviser if the emails that you are posting are legal in the receiving countries and comply with their laws.

### **5.2 Building mailing lists**

With several Xsdot services (e.g. register for newsletter; web shop order process) you can collect email addresses and place them in a (mailing) list for sending for example newsletters at a later time. These services always ask for permission before the customer/client is added to the list, however this option can be on or off by default; always verify if the collecting rules comply with the country laws that post emails to.

### **5.3 Spam liability**

In many countries it is illegal to send spam (unwanted, unasked emails (emails that the client/customer did not register for at all)). You are responsible for making sure that you, your employees, your applications,

your (hacked) computers or any other party are not sending spam under your domain names and or email servers that we provide access to.

## **6. SAAS/PAAS hosting**

Xsdot services its customers with “Software as a service” or “Platform as a service” strategy. All Xsdot services are accessible and manageable through a (service) web-interface. The SAAS/PAAS platform includes all needed functions to healthily run web-applications, apps and sites:

### **6.1 Backup systems**

All Xsdot applications, sites, apps, etc. are backed-up each day to three separate locations (commonly one in Amsterdam, one in Alkmaar and one at the server host, unless otherwise specified). Some critical services are backed-up to separate continents. All back-ups are kept for at least 30 days (with daily snapshots).

### **6.2 Monitor and alarm systems**

All Xsdot applications are monitored externally at a one-minute interval; when issues are found, a system engineer will be notified to fix any issues.

### **6.3 Firewalls and Endpoint protection**

All Xsdot services are protected by firewalls, routers, anti abuse systems and end point protection.

### **6.4 Basic mail server**

All Xsdot platforms contain a basic mail server for sending for example notifications, invoices, newsletters, etc. It is possible to use and configure third party mail server if necessary per Xsdot application.

Xsdot also gives access to its customers to use the basic mail servers to send emails them-selves, however these mail servers are limited with only basic functions. If customers need a more advanced mail server, they can make use of any third party mail service of their choice besides the basic application mail server.

### **6.5 Available system engineer**

Xsdot always has a system engineer available if problems arise with its application server platforms.

### **6.6 Spare software, hardware and hosting facilities**

Xsdot has spare hard- and software available to take over faulty ones if necessary. Furthermore we can move our services to any continent when needed.

## **7. Service availability and guarantees**

Xsdot will always try its utmost best to keep its services healthy, online and accessible to its customers and end users. However because we are depending on many (internet) parties, Internet complexity and other situations (for example ddos attacks) we cannot guarantee any up-time; however it is possible to have a S.L.A. (service level agreement) if needed.

## **8. Open source software**

All Xsdot software and platforms are developed with open source languages and tools; however the Xsdot platform is in no way open source itself (mainly to keep the platform secure), this strategy can change in the future.

## **9. Xsdot Offers**

Xsdot tries to deliver its offers in a timely manner, depending on the project complexity but normally within two weeks. Larger offers will have their own contract and agreement that need to be signed (and some times partly paid) before a project starts. Smaller offers/projects can be accepted by confirmation by email or post. Project prices depend on the project complexity but are always buildup with our published prices that can be found at: <https://www.xsdot.com/web-development/price-list.html>

The customer is responsible for making clear the project goals that the offer was requested for, when more time is needed to deliver or produce the project (afterwards) that was specified in the offer, Xsdot is entitled to extra charge money based on the extra made hours. Our prices per our can be found at: <https://www.xsdot.com/web-development/price-list.html>

## **10. Payments and invoices**

Depending on the project or service Xsdot can invoice before or after the project or service delivery.

### **10.1 Project payments/invoices**

Generally Xsdot projects will be paid party in front, partly during development and party after project delivery (payment details and agreements can be found at the any Xsdot given offer).

### **10.2 Hosting payments/invoices**

Service hosting invoices can differ per customer; Xsdot sometimes has yearly contracts with discounts and or monthly paid contracts. Xsdot hosting contracts last at least one year and are extended per year unless otherwise specified. Many times but not necessarily Xsdot contracts start at January first and end at the end of the year, in this case Xsdot will send the invoice before the end date, paying the invoice then automatically means that you agree with the contract terms.

### **10.3 Hosting and service subscription invoices**

Hosting and service subscription invoices are send 2-4 weeks in advance of the hosting service start period. Subscription hosting invoices should be paid within 2 weeks (at least before the subscription period starts). Subscriptions that are not paid in time will be automatically paused. Subscriptions that have not been paid within two months will be automatically cancelled.

### **10.4 Third party payments/invoices**

For several services third party services are used, these costs can be forwarded to Xsdot customers (Xsdot is in between) or the customer can be responsible for the third party costs directly to the third party.

### **10.5 Payment time frame**

Xsdot invoices have to be paid within a two-weeks (14 days). When invoices are not paid in time, Xsdot will first resend and contact the customer; however we are entitled to cancel unpaid services or projects at any time and are not responsible for your loses for unpaid services, products or projects.

### **10.6 Pay per hour**

With several long-term customers Xsdot has an agreement to invoice projects per hour to save offer and project management time/costs. However generally Xsdot always has an offer/contract phase first before Xsdot starts developing a project.

## **11. Xsdot Software PAAS platform licenses**

All software developed with the Xsdot platform is owned by “Adev Advanced Development” (unless otherwise specified). The platform has been developed since 1998 and has been licensed to a limited amount of customers in the past. The Xsdot server platform and its components/services are closed source and owned by Adev Advanced Development (NL). All Xsdot applications are delivered as SAAS/PAAS (Software or platform as a service) or can be run on a per Xsdot server license. All Xsdot SAAS/PAAS and platform license prices can be found at, <https://www.xsdot.com/web-development/price-list.html>

## **12. Accepting Xsdot contracts**

A contract with Xsdot can be started in the following ways:

### **12.1 Make a payment (pay for offer, contract or service)**

By paying for a (saas) hosting invoice, you automatically accept the hosting contract (one year contract, 2 months cancellation time).

By paying a partly Xsdot offer, you automatically accept the project/contract and project/offer terms.

### **12.2 Signing an offer or contract**

For some projects Xsdot can decide to have a contract signed first before we can start developing or delivering the project, product or service.

## **13 Ending Xsdot contracts or services**

### **13.1 Period before cancellation**

You will have to cancel Xsdot contracts and services 2 months before the contract or service (automatic) renewal date.

### **13.2 Requesting cancellations and confirmations**

You will have to send a cancellation request by email or paper mail before cancellation can start. Xsdot will confirm any contract or service cancellation and specify when the service is terminated.

## **14 Used third parties and reselling policies**

For several services like domain names, SSL security keys and mail servers, Xsdot uses third parties. These services are always invoiced under Xsdot name. However Xsdot cannot be kept responsible for any third party failures.

### **14.1 Domain names**

Xsdot uses mainly BNamed (BE) and Godaddy (US) for reselling and servicing domain names. These names are always registered under your company name, this means that you are the owner of the name and are responsible for the name. For all the names, Xsdot is registered as the financial administrator and or system administrator. Domain name contracts always (at least) last one year and can be cancelled two months in front of the domain name expire date.

### **14.2 SSL Keys**

Xsdot uses several third parties for SSL security keys. Like domain names, these are registered under your name, you are responsible for any legal issues. The keys are registered for at least one year and can be cancelled two months before the end date of the expire date.

### **14.3 Other third parties**

Xsdot can use any third party without your knowledge for servicing your applications. These services are always specified on the Xsdot invoices by company or service name. All services have a one year contract and should be cancelled at least two months before the expire date (unless otherwise specified).

### **15 Passwords and account access**

Xsdot is in no way responsible for your account access codes. You are responsible for any person that logs in to your applications, sites and or services; you are responsible for any content, products and services that any person places into your applications, sites and services.

### **16 License agreement changes**

This agreement can change at anytime without any notification. However when changes are made, they will be commonly made visible after login when entering any of the Xsdot back-end service tools.

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