

TBlox Terms of Service

1. Your relationship with TBlox

1.1 Your use of TBlox's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by TBlox under a separate written agreement) is subject to the terms of a legal agreement between you and TBlox. "TBlox" means TBlox BV, whose principal place of business is at Van Nelleweg 1, 3044 BC Rotterdam, the Netherlands. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with TBlox, your agreement with TBlox will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with TBlox will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and TBlox in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by TBlox in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that TBlox will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with TBlox, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 Where TBlox has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with TBlox.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by TBlox

4.1 TBlox has subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of TBlox itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 TBlox is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which TBlox provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that TBlox may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at TBlox's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform TBlox when you stop using the Services.

4.4 You acknowledge and agree that if TBlox disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that while TBlox may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by TBlox at any time, at TBlox's discretion.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to TBlox will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by TBlox, unless you have been specifically allowed to do so in a separate agreement with TBlox.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with TBlox, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that TBlox has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which TBlox may suffer) of any such breach.

6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to TBlox for all activities that occur under your account.

6.3 If you become aware of any unauthorised use of your password or of your account, you agree to notify TBlox immediately via support@tblox.com

7. Privacy and your personal information

7.1 For information about TBlox's data protection practices, please read TBlox's privacy policy at <http://www.tblox.com/privacy2.pdf>. This policy explains how TBlox treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with TBlox's privacy policies.

8. Content in the Services

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to TBlox (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by TBlox or by the owners of that Content, in a separate agreement.

8.3 TBlox reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, TBlox may provide tools to filter out explicit sexual content. In addition, there are commercially available services and software to limit access to material that you may find objectionable.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.5 You agree that you are solely responsible for (and that TBlox has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which TBlox may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that TBlox (or TBlox's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by TBlox and that you shall not disclose such information without TBlox's prior written consent.

9.2 Unless you have agreed otherwise in writing with TBlox, nothing in the Terms gives you a right to use any of TBlox's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with TBlox, then you agree that your use of such features shall be in compliance with that agreement.

9.4 Other than the limited license set forth in Section 11, TBlox acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with TBlox, you agree that you are responsible for protecting and enforcing those rights and that TBlox has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by TBlox, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10. Licence from TBlox

10.1 TBlox gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by TBlox as part of the Services as provided to you by TBlox (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by TBlox, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by TBlox, in writing.

10.3 Unless TBlox has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give TBlox a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling TBlox to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

11.2 You agree that this licence includes a right for TBlox to make such Content available to other companies, organisations or individuals with whom TBlox has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

11.3 You understand that TBlox, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit TBlox to take these actions.

11.4 You confirm and warrant to TBlox that you have all the rights, power and authority necessary to grant the above licence.

12. Software updates

12.1 The Software which you use may automatically download and install updates from time to time from TBlox. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit TBlox to deliver these to you) as part of your use of the Services.

13. Ending your relationship with TBlox

13.1 The Terms will continue to apply until terminated by either you or TBlox as set out below.

13.2 If you want to terminate your legal agreement with TBlox, you may do so by (a) notifying TBlox at any time and (b) closing your accounts for all of the Services which you use, where TBlox has

made this option available to you. Your notice should be sent, in writing, to TBlox's address which is set out at the beginning of these Terms.

13.3 TBlox may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) TBlox is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom TBlox offered the Services to you has terminated its relationship with TBlox or ceased to offer the Services to you; or

(D) TBlox is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by TBlox is, in TBlox's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect TBlox's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and TBlox have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Exclusion of Warranties

14.1 The Services are provided "as is" and TBlox, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

14.2 In particular, TBlox, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that:

(A) your use of the Services will meet your requirements,

(B) your use of the Services will be uninterrupted, timely, secure or free from error,

(C) any information obtained by you as a result of your use of the Services will be accurate or reliable, and

(D) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

14.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

14.4 Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

15. Limitation of Liability

15.1 Nothing in these Terms shall exclude or limit TBlox's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, TBlox, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for:

(A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;

(B) any loss or damage which may be incurred by you as a result of:

(i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

(ii) any changes which TBlox may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

(iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

(iii) your failure to provide TBlox with accurate account information;

(iv) your failure to keep your password or account details secure and confidential;

15.3 The limitations on TBlox's liability to you in paragraph 15.2 above shall apply whether or not TBlox has been advised of or should have been aware of the possibility of any such losses arising.

16. Copyright and trade mark policies

16.1 It is TBlox's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States) and to terminating the accounts of repeat infringers.

16.2 TBlox operates a trade mark complaints procedure in respect of TBlox's advertising business, details, please send an email to support@tblox.com for more information.

17. Advertisements

17.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by TBlox on the Services are subject to change without specific notice to you.

17.3 In consideration for TBlox granting you access to and use of the Services, you agree that TBlox may place such advertising on the Services.

18. Other content

18.1 The Services may include hyperlinks to other web sites or content or resources. TBlox may have no control over any web sites or resources which are provided by companies or persons other than TBlox.

18.2 You acknowledge and agree that TBlox is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that TBlox is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

19.1 TBlox may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, TBlox will make a new copy of the Universal Terms available at <http://www.TBlox.com/termsofuse2.pdf> and any new Additional Terms will be made available to you from within, or through, the affected Services.

19.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, TBlox will treat your use as acceptance of the updated Universal Terms or Additional Terms.

20. General legal terms

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 The Terms constitute the whole legal agreement between you and TBlox and govern your use of the Services (but excluding any services which TBlox may provide to you under a separate written agreement), and completely replace any prior agreements between you and TBlox in relation to the Services.

20.3 You agree that TBlox may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

20.4 You agree that if TBlox does not exercise or enforce any legal right or remedy which is contained in the Terms (or which TBlox has the benefit of under any applicable law), this will not be taken to be a formal waiver of TBlox's rights and that those rights or remedies will still be available to TBlox.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each member of the group of companies of which TBlox is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with TBlox under the Terms, shall be governed by Dutch law. You and TBlox agree to submit to the exclusive jurisdiction of the courts of the Netherlands to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that TBlox shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.