The following terms and conditions for Visualization services ("General Terms and Conditions") apply to MabWeb USA's provision of cloud visualization services (the "Deliverables") unless otherwise agreed in writing between MagWeb USA, 12456 Pond Cypress Ln, TX 75035 USA, and the Customer, regardless of the Customer's country of residence and his commercial activities. All transactions are considered to be made between the two merchants. MagWeb reserves the right to modify these General Terms and Conditions at any time without notice.

1. DELIVERABLES

1.1. The Deliverables to be delivered by MagWeb consist of MagWeb's SMAG and PMAG Visualization Service and any results displayed by them via the internet.

1.2. The Deliverables, e.g. data and graphic visualizations thereof, will be displayed via an internet browser when the customer places an order, pays for the service, and receives an order confirmation and a password.

2. CONTRACTUAL BASIS

2.1. By paying for the Visualization, the Customer accepts these General Terms and Conditions. Order will become binding on the Customer when placed or when the Deliverables are put into use. A Visualization is non-refundable.

2.2. A placed order will not become binding on MagWeb when the Customer's login credentials are accepted by MagWeb.

2.3. Any Quotation made by MagWeb is valid for 30 days.

3. PRICES

3.1. All prices are in US Dollars or Currency chosen by the customer and are exclusive of any applicable sales tax or VAT.

3.2. The customer can access the deliverables on payment of prescribed plan dues unless otherwise agreed in writing.

3.3. MagWeb reserves the right to adjust the Visualization fees without notice.

4. PAYMENT

4.1. The due date shall commence upon delivery unless otherwise agreed. If the Customer's means of payment is not accepted, the order will not be executed, and the order will be considered as not accepted by MagWeb.

4.2. In case of the Customer's late payment, the customer agrees to pay interest at a rate of 2% per month or a fraction of a month.

4.3. In case of the Customer's non-payment, MagWeb will also be entitled to suspend the Customer's password. The Customer will then be excluded from using the Deliverables until the full payment has been received.

4.4. The Customer's obligation to pay plan dues stands regardless of whether Customer has given notice of defects.

4.5. If MagWeb decides to terminate the agreement with immediate effect due to the Customer's breach of contract, MagWeb will be entitled to demand payment of fees equivalent to 50% of total fees.

5. TERMINATION

5.1. MagWeb or Customer can terminate the agreement in full or in part at any time by email.

5.2. As of the day of the notice, MagWeb will be entitled to restrict access of the customer to the Deliverables.

5.3. If a Customer terminates the agreement, he is not entitled to the prorated balance subscription.

6. DEFECTS AND SUPPORT

6.1. If the Customer discovers defects in the Deliverables, the Customer must give notice of such defects by email to rao@magweb.us.

6.2. This License does not include technical support. If the customer desires, technical support can be provided under a separate consultancy agreement.

7. CUSTOMER'S USE AND SUSPENSION OF USE

7.1. MagWeb reserves the right to suspend the Customer's use temporarily if (i) the Customer's use of the Deliverables harm the systems of MagWeb, other MagWeb products, or other customers; (ii) in any other way, the Customer transfers any form, any material which is capable of harming the software or hardware of MagWeb or the Deliverables; (iii) on a reasonable basis, it is considered necessary to prevent unauthorized access to Visualizers or data; or (iv) the Customer fails to meet the requirements for the Customer's use of the Deliverables under these General Terms and Conditions.

7.2. To determine the harm set out in clause 7.1(i) is attributable to viruses, hackers, or defects, the Customer must, at MagWeb's request, provide information on the Customer's consumption pattern. Based on the information provided, MagWeb will be entitled to suspend the Customer's access to the Deliverables.

7.3. MagWeb reserves the right to request additional payments in case of extreme or unusual abuse of the Deliverables.

8. CUSTOMER'S USE AND BREACH OF CONTRACT

8.1. The Customer must observe all guidelines provided, including written as well as oral instructions. Unless otherwise agreed in writing, the Customer is also responsible for backing up data to an adequate extent and taking measures against unintended loss of data.

8.2. The Customer is not entitled to use the Deliverables, including, but not limited to, servers and storage media (i) for the collection, registration, storage, processing, or manipulation of MagWeb's data; (ii) for the collection of unlawful data, including the redirection to unlawful links; (iii) to obtain unauthorized access to systems; and (iv) in violation of laws of the USA in force from time to time and any rules and regulations issued in pursuance thereof.

8.3. Any non-compliance on the part of the Customer of its obligations under these General Terms and Conditions will be considered a material breach of contract, entitling MagWeb to terminate the agreement with immediate effect in full or in part, at MagWeb's discretion. In such case of termination with immediate effect, the delivery of the Deliverables will be discontinued, including any connection to the Customer's data. The same applies if the Customer commits a criminal offense, regardless of the country whose laws have been violated. MagWeb is entitled to invoice the Customer for the use preceding such termination and for which the Customer has not yet paid.

8.4. MagWeb will decide whether the Customer is in breach of its obligations.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Customer undertakes not to use the Deliverables in a manner infringing third party rights.

9.2. Any material, data, and know-how disclosed by the Customer to MagWeb as part of the performance of the agreement may only be used by MagWeb.

9.3. Any software made available by MagWeb as part of the delivery of the Deliverables will remain MagWeb's property. Customer acknowledges and agrees that the MagWeb Materials, Software Codes, and Databases are and shall at all times be and remain the sole and exclusive property of MagWeb. Customer does not and will not be deemed to acquire any right, title, or interest in any patent(s), copyrighted material, or other intellectual property, or proprietary information or data, owned by MagWeb.

9.4. The Customer is responsible for the use of MagWeb's software in such a manner they do not harm MagWeb.

9.5. Any data which are stored using the server capacity made available by MagWeb as part of the Deliverables will remain the Customer's property.

10. LICENCES

10.1. Any license acquired as part of the delivery of the Deliverables will remain MagWeb's property. If the licensed software is installed on the Customer's equipment, the Customer will be responsible for uninstalling the licensed software after the termination of the agreement and the expiry of MagWeb's licenses.

10.2. To the extent that third-party software is part of the Deliverables (e.g. Microsoft Excel Files, image files), the Customer will be obligated to MagWeb to accept and comply with the license terms applicable to such software from time to time. The Customer's obligation applies regardless of whether a license to the software being part of the Deliverables delivered by MagWeb (i) has been obtained by MagWeb to the effect that the Customer derives its limited right from MagWeb; or (ii) has been obtained directly by the Customer.

10.3. If the Customer uses third-party software together with the Deliverables, MagWeb will not be liable for the functionality of such software or its use with the Deliverables. MagWeb is not liable for any changes to the license terms to be complied with by the Customer to his third party software at any time.

10.4. If, as part of the Deliverables and at the Customer's request, MagWeb installs third-party software for the Customer's use, the Customer will guarantee that it has the necessary rights in such software and MagWeb is not liable for such software.

11. LIABILITY and Warranty

11.1. MagWeb is not liable for any indirect losses, including any loss of profit, loss of goodwill, any failure to obtain or reach economic benefits and objectives, any loss of production, loss or distortion of data, any loss suffered due to the use of MagWeb's deliverables.

11.2. The aggregate and cumulative total liability of MagWeb for damages, including for direct damages, under this agreement, shall in no event exceed 50% of the amount of the plan fees paid by the customer over the past 6 months.

11.3. Any claims due to defective Deliverables cannot be raised against MagWeb.

11.4. MagWeb will not be responsible for any losses, costs, or damages arising out of the customer's use of MagWeb software.

11.5. MagWeb does not warrant that the services will be uninterrupted or error-free; nor does telos make any warranty as to the results that may be obtained from the use of the services. The services are provided "as is". MagWeb disclaims all warranties of any type, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. MagWeb is not liable to any warranties, both explicit and implicit, including, but not limited to, implicit warranties for merchantability and fitness for any particular purpose.

11.6. The Customer is responsible for ensuring that the use of the Deliverables does not violate applicable laws of the United States of America. Customer hereby agrees to indemnify and hold harmless MagWeb against any damages, losses, liabilities, settlements, and expenses (including, without limitation, costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Services.

12. ASSIGNMENT

12.1. MagWeb is entitled to assign licenses, rights, and obligations to any company.

12.2. MagWeb is entitled to assign its rights and obligations in connection with a merger, business transfer, reorganization, or similar changes regardless of the form thereof, e.g. by an asset or share transfer to any company.

13. GEOGRAPHICAL LOCATION OF DATA

13.1. MagWeb reserves the right to store the Customer's data in the USA or any other country it deems safe.

13.2. No special terms on the geographical location of customer's data may apply to the Deliverables.

13.3. No orders requesting that the Customer data be stored in a specific data center or a specific country will be accepted.

14. OPERATION, SLA, AND MAINTENANCE

14.1. MagWeb does not guarantee full resource availability to customers in the event of a breakdown of customer networks.

14.2. As regards Deliverables delivered from MagWeb's data center, MagWeb reserves the right to regular maintenance of its software without notifying the Customer and without assigning any reason.

15. INFORMATION

15.1. When paying for a plan, the Customer must convey their address, and email address, and password credentials to MagWeb.

15.2. The Customer must ensure that the information and data required for placing orders and amending the agreement are correct and adequate at all times.

15.3. MagWeb reserves the right to migrate the Customer's data to a data center or country it chooses.

15.4. MagWeb is not liable for any defects or irregularities which are attributable to the Customer's provision of inadequate or incorrect information.

16. CONFIDENTIALITY

16.1. MagWeb will make good-faith efforts to keep confidential all Customer Data unless its disclosure is required by the laws of the USA. If MagWeb is contacted by a third party requesting disclosure of Customer Data, MagWeb will be entitled to request such a third party to contact the Customer directly.

16.2. The parties are entitled to disclose the conclusion of the agreement to third parties for marketing purposes.

17. DATA PROTECTION

17.1. The data submitted by the Customer will belong to MagWeb. MagWeb will make a good faith effort to secure customer's data against accidental or unlawful destruction, loss, or deterioration, and unauthorized disclosures.

17.2. The data protection outlined in section 17.1 is applicable even if the Customer is a public authority.

17.3. MagWeb will not be subjected to Customer' requests to verify that the technical and organizational security measures implemented to protect customer's data.

18. USE OF SUB-CONTRACTORS

18.1. MagWeb may use sub-contractors for the delivery of the Deliverables and, may disclose Customer Data to such sub-contractors without notifying the customer.

18.2. The subcontractor in section 18.1 is not obliged to report to the Customer.

19. FORCE MAJEURE

19.1. Neither party will be liable for events that are beyond the party's control (a "Force Majeure Event").

19.2. Force Majeure Events include, but are not limited to:
- Unusual weather conditions and natural disasters;
- War and military mobilization, civil unrest, terrorist attacks;
- General strikes and lockouts;
- Fire, non-availability of means of transport and currency restrictions;
- Computer viruses, hacker attacks, and attacks on computer systems and servers from the outside;
- Import and export restrictions.

19.3. The parties may only rely on force majeure for the number of working days affected by the Force Majeure Event.

19.4. In case of a Force Majeure Event, MagWeb may decide to defer delivery until the Force Majeure Event preventing delivery has ceased to exist or decide to cancel the agreement in full or in part without compensation.

20. INTERPRETATION

20.1. In case of any discrepancy between these MagWeb's General Terms and Conditions and the Customer's terms and conditions, these MagWeb's General Terms and Conditions will apply unless otherwise agreed.

20.2. Unless otherwise agreed in writing, these MagWeb's General Terms and Conditions constitute the entire agreement concerning the Deliverables and replace all prior agreements between the parties.

21. DISPUTES, GOVERNING LAW AND JURISDICTION

21.1. Any dispute or claim relating in any way to the Customer's use of the Services will be resolved by binding arbitration by American Arbitration Association in Dallas, TX USA, rather than in court. To begin an arbitration proceeding, Customer must send a letter requesting arbitration with a description of the claim to rao@magweb.us. The parties may agree to have the arbitration conducted by telephone, based on written submissions. In any event, the liability of MagWeb is limited to the amount paid by the customer for the past 6 months. The laws of the USA apply to any disputes. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.