

GENERAL SALES TERMS and CONDITIONS

1. APPLICATION of standard terms of sale

1.1. These standard terms and conditions of sale apply to the full range of products and services supplied by TBS INTERNET.

1.2. These terms and conditions apply in their entirety to any contract signed between TBS INTERNET and its business customers/buyers, who are not consumers, primarily in the United Kingdom and Ireland, but also in other countries, from which TBS INTERNET has expressly agreed to accept a customer on a case by case basis. TBS INTERNET does not accept any responsibility for import/export law, rule or regulation violation put in place by the USA and other countries in the case a Product is being exported to a country other than the one indicated at the time of the order.

1.3. No derogation from the standard terms and conditions of sale shall be accepted without the prior and express approval by TBS INTERNET.

1.4. Any condition contrary to these terms and conditions of sale asserted by the buyer in its own standard terms of purchase or any other document, shall not bind TBS INTERNET, irrespective of the moment when TBS INTERNET became aware or should have become aware of it.

1.5. These standard terms of sale constitute indispensable conditions of your contract with TBS INTERNET.

1.6. TBS INTERNET intends to keep its terms of sale unchanged as long as possible. Nevertheless, TBS INTERNET reserves the right to make changes to them at any time by giving 30 days notice to the existing customer with an option to terminate the existing contract, subject to the exemption for minor price changes referred in clause 4.3.

2. SUBJECT MATTER

2.1. TBS INTERNET, or **us**, or the **supplier** of Products and Services, means TBS INTERNET Limited, a company registered in the Isle of Man under registration number 007128V with its registered office at Britannia House 3rd Floor, Athol Street, Douglas, Isle of Man, IM1 1JD, British Isles. It is a digital certificate aggregator, publisher of technical databases and technical knowledge and a consulting company.

2.2. **Certificate** means a digitally signed document in the electronic form that is a public-key certificate in the version 3 format specified by the International Telecommunication Union (ITU) in its recommendation known as ITU-T Recommendation X.509, which is accessible on the ITU website (<http://www.itu.int/itu-t/recommendations/rec.aspx?rec=X.509>) and which includes the following information: (i) identity of the Certification Authority issuing it; (ii) the name or identity of its subscriber, or a device or electronic agent under the control of the subscriber; (iii) a Public Key that corresponds to a Private Key under the control of the subscriber; (iv) the validity period; (v) the Digital Signature created using a Private Key of the Certification Authority issuing it; and (vi) a serial number.

2.3. **Certification Authority** means a legal entity that issues, signs, manages, and revokes Certificates and performs all functions related thereto, including identification, authentication and revocation of subscribers, and vouches for the binding between the data items in a Certificate.

2.4. **Customer**, or **you**, means the person, including a legal entity, which enters into this contract with TBS INTERNET.

2.5. **Product** means an executable or non-executable computer file such as a Certificate supplied with the Services and for holders of bulk purchase accounts with TBS INTERNET. Product means the right to be issued a Certificate at later date than the date of purchase.

2.6. **SSL** (Secure Sockets Layer) means a standard security technology for establishing an encrypted link between a server (computer) and a client (the computer of the end user of a Product), usually a web server or website and a browser, or an electronic mail server and mail client software (such as Microsoft Outlook).

2.7. **Services** mean Products and professional services supplied by TBS INTERNET, including certification and vetting services in the processing of digital certificate orders from new customers and customer accounts, following the pre-verification procedures and Certification Authorities policies & practices, processing the customer information in its certificate applications, issuing a Certificate to the holders of a bulk purchase account with TBS INTERNET and consulting and technical help desk services.

2.8. TBS INTERNET sells its Products under these standard terms and conditions to computer professionals (IT consulting companies, hosting companies, computer developers, IT departments) or business customers who are or who have skilled computer users. By entering into contract with TBS INTERNET under these terms and conditions, you certify that you are not a consumer but a business customer. If you are a consumer, please tell us so when you order, and your contract will be on different standard terms of TBS INTERNET.

2.9. The customer has the exclusive responsibility to have at its disposal internal resources and expertise or those of a third party selected to develop a specification, choose the hardware and the appropriate software related to their technical specifications, to conduct the necessary tests, etc.

2.10. The customer/buyer represents that it has sufficient resources and personnel qualified to use the Services of TBS INTERNET.

2.11. The one and only obligation of TBS INTERNET, expressly recognized and approved by its customers, is to supply the digital Product(s) and/or Service ordered and commercialized by TBS INTERNET. Under no circumstances, TBS INTERNET is obliged to deliver any other service or product unless it signed an express agreement to the contrary with the Customer.

3. ORDERS and EXECUTION

3.1. Any publication on the website or in other materials of TBS INTERNET is an invitation to make offers and an order by the customer is an offer.

3.2. Any order placed with TBS INTERNET becomes firm and binding on the customer as soon as an order form or other order confirmation is acknowledged as received by TBS INTERNET. A business customer may not

cancel a firm order unless TBS INTERNET expressly agrees to the cancellation.

3.3. In the event of an unavailable product due to stock shortage or removal from the catalog, or for any other reason, TBS INTERNET may decline to accept an order or may cancel an accepted order with a refund but without any liability for losses to the customer.

3.4. In the event that the Product supplied does not correspond with the description in the order, the Customer shall give TBS INTERNET written notice within 20 days of the date of our email containing the link to the Product. After this period the Customer shall be deemed to have accepted the Product.

4. PRICING

4.1. Products are provided at the price published by TBS INTERNET on its website pages accessible at

<https://www.tbs-certificates.co.uk/index.html.en> at the time of placing the relevant order.

4.2. Prices published as above exclude the VAT and other taxes, which will be invoiced in addition if applicable.

4.3. All prices and discounts are subject to change by giving 7 days notice to the existing customer. The 7-day notice period starts to run from the next working day following the date of the notice. In the event of a price increase by more than 5% the customer may cancel the contract by giving written notice to TBS INTERNET within the notice period defined above.

5. CREDIT and payment terms

5.1 Payment terms

5.1.1. Unless otherwise agreed specially, payment is due upfront in view of the specific nature of the Products.

5.1.2. Deferred payment is subject to additional fees specified in the quotation given to the customer.

5.1.3. Upon acceptance of the order, payment must be made by the due date stated on the invoice.

5.1.4. No discount is given by sole reason of early payment.

5.1.5. Invoices are payable by cheque drawn on accounts in the UK, bank transfer or credit card to the registered office of TBS INTERNET specified above.

5.2 Late payment

If payment is not received in full when due, we reserve the right to levy an administration charge of GBP 40 if debt is up to £999.99, GBP 70 if debt is between £1,000 and £9,999.99 and GBP 100 if debt is higher. Statutory interest is charged at a rate of 8% above the base rate of the Bank of England per year. Failure to pay gives TBS INTERNET the right to suspend the provision of Services.

5.3 Failure to pay

5.3.1. Failure of payment to clear in full within 30 days from our confirmation of your order shall be regarded as a failure to pay.

5.3.2. If a Certificate is issued before the failure to pay, TBS INTERNET reserves the right to revoke the Certificate.

5.3.3. TBS INTERNET reserves its right to claim liquidated damages, which are hereby fixed at GBP 50.00 per Certificate, to compensate us for the work done in processing your order and

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attempting to recover payment, irrespective of whether the Certificate has been issued.

6. TERMS OF SUPPLY

6.1 General Terms

TBS INTERNET does not supply goods. It supplies Services. If a Product or part of a Product needs to be supplied offline on a physical medium as required by the Certification Authority or other body that defines the standards of the Product issue, it is that authority that ships the physical medium. TBS INTERNET does not accept any responsibility for such offline supply. In the event of non-receipt of the physical medium complaint shall be directed to the relevant Certification Authority. The customer may request TBS INTERNET's assistance with contacting the authority and obtaining a replacement on the condition that TBS INTERNET is not liable for the non-receipt of the medium.

6.2 Issue of Certificate and Delivery

6.2.1. Time is not of the essence of your contract. TBS INTERNET shall not be liable for delays. The issuance delivery time suggested by TBS INTERNET is for reference only, based on the average issuance time allowed by the relevant Certification Authority.

6.2.2. A Certificate is issued when TBS INTERNET sends the customer an email containing a link to the Certificate. Prior to doing so, TBS INTERNET may need to collect certain documentation and other information from the Customer and wait for the relevant Certification Authority to vet and approve it. TBS INTERNET does so expeditiously and within a reasonable time, but the issue of a Certificate is subject to the Certification Authority being satisfied with such documentation and approving the issue. TBS INTERNET does not accept any responsibility for a delay or an adverse decision by the authority against the issue of a Certificate.

6.2.3. TBS INTERNET may request further information and documentation from the Customer if required by the relevant Certification Authority. If the Customer fails to provide such additional information within a reasonable time, TBS INTERNET reserves the right to cancel the order and issue a refund as specified in clause 7.

6.2.4. For the avoidance of doubt, most Products provided under multi-year plans require ongoing customer verification (due diligence). By placing an order for a Product, the Customer assumes the duty to update its due diligence information in compliance with the terms of the Product plan within a reasonable time, and not only provide it initially.

7. REFUNDS

7.1. No refund or compensation may be given in case of delay or failure to pay.

7.2. An order cannot be canceled unless otherwise agreed in writing by TBS INTERNET.

7.3. At our discretion:

7.3.1. An order for one Certificate may be canceled, as long as the Certificate has not been issued;

7.3.2. Orders of other Products and bulk purchase orders cannot be canceled but unused rights to be issued a certificate may be converted into another type of rights.

7.4. If a cancellation is requested after the vetting process started, 90% of the price will be

refunded (70% of the price will be refunded for Extended Validation certificates).

After an SSL certificate is issued or, for other types of certificate, after you have submitted your certificate request and TBS INTERNET validated it, TBS INTERNET or its suppliers cannot refund any part of the price you paid, even if you revoke the certificate before it expires. By validating your certificate request, TBS INTERNET is deemed to have provided its certification service to you and performed a substantial part of its contract with you, for which it is entitled to full payment.

TBS INTERNET reserves the right to cancel any order older than 30 days which has not been delivered due to the customer's failure to provide the required documentation. TBS INTERNET will then apply the cancellation policy set out in these terms and conditions.

7.5. Refunds may be paid out as a deposit coupon when a direct refund is not possible. The monies can then be returned to the customer on request (a matching bank details slip must be provided) or used to pay for future orders. A coupon is valid for 10 years and is automatically voided afterwards.

7.5.1. For the avoidance of doubt, the Customer shall not be entitled to any refund in the event that a Product plan is suspended or cancelled by reason of the Customer's breach of duty to update its due diligence information referred to in clause 6.2.4.

8. NO GUARANTEE

8.1. TBS INTERNET reminds you that when acting as a reseller, TBS INTERNET is the intermediary between the Certification Authority supplying the Product and you. Consequently, Products supplied by TBS INTERNET are subject to the terms and conditions of guarantee (if any) set by the Certification Authority. Many Certification Authorities supply Certificates 'as is' without a guarantee. TBS INTERNET does not give any guarantee in respect of such Products.

8.2. If the Certification Authority supplying a Product gives a warranty or guarantee, to avail itself from it, the buyer shall inform TBS INTERNET in writing of the defect(s) within 20 days of receipt of our email containing the link to the Product.

8.3. Non-recognition of a Certificate by a particular browser shall not in itself be regarded as a defect. If the relevant Certification Authority gives a guarantee in respect of a Product it supplies and it is shown that it has made an error in ensuring compliance of the Product with the applicable standards such as the ITU-T Recommendation cited in clause 2.2, which results in the non-recognition, the error may be a defect. Please contact TBS INTERNET to establish whether there is a defect and, if so, whether it is covered by the guarantee.

9. EXEMPTION and LIABILITY LIMITATION

TBS INTERNET shall not be liable for damages (including those resulting from negligence), including direct or indirect damages, any loss or damage to production, business interruption, missed opportunity, data loss, financial or trade loss or other damages sustained following the use or failure of the issued Products.

10. DATA PROTECTION

All data stored in our IT systems is used exclusively for the purposes of our business. Our commitments under the GDPR are documented on <https://www.tbs-certificates.co.uk/privacy-b4.html.en> or for customer account holders the Data Processing Agreement is in the "Contract" section. Data subject can access their data and the purposes associated with it, and exercise their rights at <https://www.tbs-certificates.co.uk/GDPR>.

11. FORCE MAJEURE

11.1. Force Majeure Event means any circumstance, or Act of God, not within our reasonable control including, without limitation:

- (a) flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any employment or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); or
- (i) interruption or failure of utility service; or
- (j) interruption or failure of the Internet (a series of networks relying on telecommunication or digital transmission links).

11.2. TBS INTERNET shall not be liable or deemed to be in default for any delay or failure or interruption of its performance in the event of Force Majeure.

12. LANGUAGE

12.1. This official language of this agreement is the English Language.

12.2. Any notice given under or in connection with this agreement shall be in English. All other documents provided under or in connection with this agreement shall be in English or accompanied by a certified English translation.

12.3. The English language version of this agreement shall prevail if there is a conflict.

13. JURISDICTION and APPLICABLE LAW

These terms and conditions shall be governed by the law of England and Wales. Any disputes arising out of our contact with you shall be subject to the jurisdiction of Isle of Man courts.