

**GENERAL CONDITIONS  
REDTEAM® CREATIONS LIMITED**

**REDTEAM® CREATIONS LIMITED  
DATA RECOVERY B.V.**

also trading under the trade name  
“RSE Data Recovery Services”

**Version AV, 18/06/2023**

**1. GENERAL**

**1.1. Applicability**

- 1.1.1. These conditions are applicable to all proposals and/or deliveries made by Redteam® Creations Limited and agreements and/or other legal relationships between Redteam® Creations Limited and Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.
- 1.1.2. **Purchase conditions or any other conditions used by Customer will not be applicable.** The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected by Redteam® Creations Limited, unless explicitly accepted in writing by Redteam® Creations Limited.
- 1.1.3. The General Conditions Redteam® Creations Limited are filed with the Chamber of Commerce in Hong Kong under number 30215746. The General Conditions Redteam® Creations Limited may also be reviewed at and saved from <https://redteamcr.com/terms-conditions.pdf>
- 1.1.4. Redteam® Creations Limited reserves the right to make alterations and/or additions to the General Conditions Redteam® Creations Limited. The modified General Conditions Redteam® Creations Limited will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.
- 1.1.5. Changes in and additions to the General Conditions Redteam® Creations Limited and/or agreements made between Redteam® Creations Limited and Customer are only valid when agreed to by Redteam® Creations Limited in writing.
- 1.1.6. If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with Redteam® Creations Limited.
- 1.1.7. The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

**1.2. Definitions:**

- 1.2.1. In the General Conditions Redteam® Creations Limited the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.
- 1.2.2. Back-up:  
Spare copies of digital data and/or information.
- 1.2.3. Business Days:  
Normal working hours 09:00-17:00 (UTC+0 Time Zone) and days (Monday through Friday) with the exception of public holidays.
- 1.2.4. Customer:  
Anyone who requests and orders the delivery of Services. Partners are included in the definition of Customer.
- 1.2.5. Data Carrier:  
The instrument Redteam® Creations Limited examines in order to perform Data Recovery.
- 1.2.6. Data Recovery:  
The complete or partial recovery and restoration of complete or partially lost, damage, or deleted data from a Data Carrier, which damage has been caused by technical defects, human error or other causes.
- 1.2.7. Diagnosis:  
All analytical activities that Redteam® Creations Limited must make in order to prepare a Diagnostic Report. With this analysis Redteam® Creations Limited can estimate if Data Recovery is possible and if so which data may be recovered.

**1.2.8. Diagnostic Report:**

The report drafted by Redteam® Creations Limited with the results of the Diagnosis. The Diagnostic Report includes an appendix (TXT or SML format) which is coupled on an email. The Diagnostic Report includes an estimate of the possible cause and extent of the damage, the potential recovery possibilities as well as the duration and costs of reparation. The Diagnostic Report includes an offer with an estimate of the costs for the performance of the Data Recovery.

**1.2.9. Fee:**

The compensation for the Referral of a Job from the Partner to Redteam® Creations Limited.

**1.2.10. Job:**

The assignment given to Redteam® Creations Limited for the performance of one or more Services with a corresponding unique Job Number.

**1.2.11. Job Number:**

The unique number given to a Job for the identification of the Job. The Job Number shall be referred to in all communication.

**1.2.12. New Job Registration formula (NJL):**

The online registration procedure and corresponding web formulas intended for registering new Jobs online.

**1.2.13. Partner Agreement:**

The agreement between Redteam® Creations Limited and Partner for the direct and indirect Referral of Jobs to Redteam® Creations Limited.

**1.2.14. Partners:**

Customers that order Services over a longer period from Redteam® Creations Limited, request new Jobs on behalf of their clients, and/or refer Jobs directly to Redteam® Creations Limited. Partners are registered in ZEN.

**1.2.15. Services:**

All Redteam® Creations Limited Services and/or Third Party Services provided by Redteam® Creations Limited, the resulting provisions and related activities. Data Recovery is considered a Service.

**1.2.16. Redteam® Creations Limited:**

Redteam® Creations Limited Data Recovery B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared the General Conditions Redteam® Creations Limited applicable. Redteam® Creations Limited also trades under the names "RSE Data Recovery Services", "Redteam® Creations Limited Datenrettung", "Redteam® Creations Limited Recupero Dati", "Redteam® Creations Limited, Recuperacion de Datos", and "Redteam® Creations Limited Recuperation de Donnees".

**1.2.17. Redteam® Creations Limited Services:**

All products and services provided by Redteam® Creations Limited and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by Redteam® Creations Limited.

**1.2.18. Support:**

Verbal (telephonic) and/or written (email) information, advice and support with regard to the Redteam® Creations Limited Services.

**1.2.19. Referral:**

The indirect or direct referral of Jobs from the Partner to Redteam® Creations Limited at Partner's initiative or upon request of Partner's clients.

**1.2.20. Third Party General Conditions:**

The delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

**1.2.21. Third Party Services:**

All products and services provided by Redteam® Creations Limited, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by Redteam® Creations Limited.

**1.2.22. ZEN:**

The online extranet information system which can be logged into 24 hours per day and from which the latest status of a Job can be consulted and (further) orders may be placed with Redteam® Creations Limited

**1.3. Offers**

**1.3.1.** All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.

**1.3.2.** Offers are based on the data, information or requirements made known by Customer as set out in clause 1.5.

#### **1.4. Agreements**

- 1.4.1. An agreement between Redteam® Creations Limited and Customer, for which no further contract and/or term has been agreed, shall have a term equal to the duration of the project.
- 1.4.2. Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 1.4.3. When Redteam® Creations Limited has control of Data Carriers, data and/or documentation belonging to the Customer, Redteam® Creations Limited is entitled to maintain control of such goods and data until Customer has satisfied all amounts due under the agreement, unless Customer provides sufficient guarantee for the amounts due in another manner. Redteam® Creations Limited also has a lien on such items for as far as Customer still owes amounts to Redteam® Creations Limited under previous agreements.
- 1.4.4. Redteam® Creations Limited has the right to immediately terminate the agreement, wholly or partially, without judicial intervention, through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by Redteam® Creations Limited will be immediately due.
- 1.4.5. After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

#### **1.5. Co-operation/Information Requirements for Customer**

- 1.5.1. All assignments are carried out by Redteam® Creations Limited on the basis of data, information, requests, and/or requirements made known to Redteam® Creations Limited by Customer.
- 1.5.2. Customer shall provide all necessary cooperation to Redteam® Creations Limited and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.
- 1.5.3. If data, information and/or requirements necessary for execution of the agreement are not provided, not timely provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then Redteam® Creations Limited has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and Redteam® Creations Limited has the right to charge the costs incurred at its usual rates.
- 1.5.4. If changes and/or new facts arise with regard to data, information, requests, and/or requirements previously provided, Redteam® Creations Limited will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.
- 1.5.5. In the event Redteam® Creations Limited performs activities in a location other than its own, Customer will be responsible for providing reasonably requested facilities free of charge, such as office space and telecommunication facilities.

#### **1.6. Confidentiality/Non-competition**

- 1.6.1. Redteam® Creations Limited and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, privacy data, files and Services, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 1.6.2. Redteam® Creations Limited is authorized to place the name and logo of Customer or Customer's clients that have received Services from Redteam® Creations Limited on the Redteam® Creations Limited website and/or reference list and to make them available to third parties for information.
- 1.6.3. Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from Redteam® Creations Limited during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of Redteam® Creations Limited. Customer will ensure that its clients will comply with the foregoing obligation.

## **1.7. Title holder of material provided**

- 1.7.1.** Customer warrants to be the holder of title, or have the proper authority, with regard to the Data Carrier, data, and all accessories, etc. provided by Customer (the "Material Provided"). Customer is authorized to conclude an agreement with Redteam® Creations Limited for the delivery of Services with regard to the Material Provided. Customer transfers all rights with regard to the Material Provided to Redteam® Creations Limited for so far as necessary for the performance of the agreement.
- 1.7.2.** Customer is liable and shall indemnify Redteam® Creations Limited for all damages and claims from third parties resulting from a failure to perform clause 1.7.1

## **2. REDTEAM® CREATIONS LIMITED SERVICES**

### **2.1. Registration and conclusion of assignment for Data Recovery**

- 2.1.1.** The agreement for the drafting of a Diagnosis is concluded after registration of a Job by Customer. The registration may occur by telephone, by filling in a NJI in ZEN, and/or by registration at an establishment of Redteam® Creations Limited.
- 2.1.2.** After the agreement has been concluded, the Job can be registered online and administered in ZEN and a Job Number assigned to the Job.
- 2.1.3.** The relevant Data Carrier must be sent from Customer to Redteam® Creations Limited after registration in ZEN. Customer is responsible for sound packaging, the necessary transportation and/or tax forms and/or labeling, unless agreed upon otherwise. Customer is always responsible for the costs and risk of the transportation (Incoterms EXW).
- 2.1.4.** Customer must be authorized to provide the data, the Data Carrier and all associated documentation to Redteam® Creations Limited for Data Recovery.

### **2.2. Diagnostic Report**

- 2.2.1.** Redteam® Creations Limited shall provide Customer with a Diagnostic Report per email on the basis of the information provided by Customer in the NJI.
- 2.2.2.** Customer shall receive the Diagnostic Report once for a fixed agreed upon price. The Data Recovery services to be performed are included in the Diagnostic Report as an offer.

### **2.3. Data Recovery**

- 2.3.1.** Customer can order Data Recovery services from Redteam® Creations Limited via ZEN or by telephone. After receiving an order for Data Recovery, Redteam® Creations Limited shall take all necessary actions in order to perform the Data Recovery in conformance with the Diagnostic Report.
- 2.3.2.** If Customer indicates important files by name and directory in the NJI and these are found in the same directory with the same name, then these shall be automatically tested for corruption. The result of the test shall be indicated in the email with the Diagnostic Report. In case of ambiguity or important files not being indicated by name, Redteam® Creations Limited shall randomly test for corruption and provide information hereover in the email with the Diagnostic Report under the heading „lab info“. Redteam® Creations Limited is never required or liable for the repair of corrupt or affected files, unless explicitly agreed upon otherwise in writing.
- 2.3.3.** If the indicated important files cannot be tested (for example because the file contains branch specific and/or unusual data and/or software for which Redteam® Creations Limited does not possess the proper tools, such as the proper software), then this shall be indicated in the Diagnostic Test. Redteam® Creations Limited is never required to purchase such software.
- 2.3.4.** Redteam® Creations Limited maintains a Back-up of the data for 16 days after sending the Diagnostic Report. In case of loss or damage to data during transport, Customer can receive a Back-up for a minimum charge during this period. Upon expiration of this term, the Back-up is automatically destroyed.
- 2.3.5.** If Customer does not give Redteam® Creations Limited permission to destroy or return the Data Carrier provided to Redteam® Creations Limited by Customer within 3 calendar months after the conclusion of the agreement via ZEN or by written request, Redteam® Creations Limited has the right to destroy the data still present and the Data Carrier shall become the property of Redteam® Creations Limited.

## **3. PARTNERS**

### **3.1. Partners in general**

- 3.1.1.** After conclusion of a Partner Agreement, Partner receives the right to Refer Jobs for the agreed

upon Services on a non-exclusive basis directly or indirectly to Redteam® Creations Limited for the agreed upon Fee. Partners are entitled to:

- a. independently order a Job with Redteam® Creations Limited on behalf of its clients. The Job agreement is then concluded between Partner and Redteam® Creations Limited; or
  - b. refer clients to Redteam® Creations Limited. The Job agreement is then concluded between the client and Redteam® Creations Limited.
- 3.1.2.** In the event as indicated in clause sub 3.1.1 a), Partner is independently responsible for the relationship between its client and Partner and Partner shall indemnify Redteam® Creations Limited from all claims from its clients and/or third parties flowing forth from the Job.
- 3.1.3.** Partner is not allowed to appoint (sub) Partners without the prior written permission of Redteam® Creations Limited.
- 3.1.4.** Partner will not act or communicate in any manner which may imply that Partner has more rights than indicated in the Partner Agreement or the General Conditions Redteam® Creations Limited. Additional conditions regarding the authority of Partner are indicated in the Partner Agreement.
- 3.1.5.** Redteam® Creations Limited will in its sole discretion provide the information and/or support reasonably necessary in the given circumstances to enable Partner to provide Referrals.

### **3.2. Registration of Jobs**

- 3.2.1.** Redteam® Creations Limited shall provide Partner with a Partner ID number with which Partner and/or its clients can indicate that the Referral was done by the Partner.
- 3.2.2.** The Referral of Jobs and the registration thereof by Redteam® Creations Limited occurs via the communication channels dedicated thereto, such as ZEN. When entering a Referral of a Job, Partner shall provide at a minimum the information as indicated in ZEN.
- 3.2.3.** If a Job, which was referred by Partner, was already registered by Redteam® Creations Limited at the time of the Referral by Partner, Redteam® Creations Limited shall inform Partner within a reasonable period. In this case Redteam® Creations Limited does not owe a Fee to Partner, unless agreed upon otherwise in writing.

### **3.3. Referral Fee**

- 3.3.1.** Partner only has the right to a Fee if, as a result of a Referral made by Partner during the term of the Partner Agreement, a Job is made by or on behalf of a client by Redteam® Creations Limited and the Job is also actually performed by Redteam® Creations Limited.
- 3.3.2.** The Fee is only due over the actually incurred result (turnover) as a result of the Job performed as a result of the Referral by Partner. The Fee to which Partner has a right is calculated in the manner indicated in the Partner Agreement.
- 3.3.3.** Redteam® Creations Limited will pay Partner's Fee within 30 (thirty) days after Redteam® Creations Limited has received payment from Partner's client. Payments made to Partner will be in proportion as to what Redteam® Creations Limited has received.
- 3.3.4.** The requirement to pay the Fee, in accordance with clauses 3.1.1 and 3.1.2. shall continue after the end of the Partner Agreement for Jobs referred during the duration of the Partner Agreement for which Partner or client has made full payment.
- 3.3.5.** All costs made by Partner when carrying out the Partner Agreement are for the account of Partner, unless otherwise indicated in the Partner Agreement.

### **3.4. Term and termination of the Partner Agreement**

- 3.4.1.** The Partner Agreement between Redteam® Creations Limited and Partner, for which no further contract and/or term has been agreed, has a term of 1 (one) year. If this Partner Agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.
- 3.4.2.** Termination of the Partner Agreement occurs by means of a registered letter, which must be received by the other party no later than 30 (thirty) days prior to commencement of the extension date of the Partner Agreement.
- 3.4.3.** Each party has the right to terminate the Partner Agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 3.4.4.** Redteam® Creations Limited has the right to immediately terminate the Partner Agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Partner is a person and becomes deceased, if Partner submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Partner, if Partner is in a state of bankruptcy or suspension of payment has been granted or if

Partner's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by Redteam® Creations Limited will be immediately due.

- 3.4.5. After the Partner Agreement has been ended, for any reason, Partner can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of the Partner Agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

## **4. INTELLECTUAL PROPERTY RIGHTS**

### **4.1. General**

- 4.1.1. Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof with regard to the Redteam® Creations Limited Services, trade names, trademarks, etc., worldwide, now or at any time in the future, at all times shall be and are hereby assigned or will be transferred to Redteam® Creations Limited.

### **4.2. Use of Intellectual Property by Partner**

- 4.2.1. Partner is permitted to use the trademarks, trade names and other indications of origin of Redteam® Creations Limited for the identification and marketing of Redteam® Creations Limited Services when performing its obligations under the Partner Agreement, as long as such is in the interest of Redteam® Creations Limited. Redteam® Creations Limited is at all times entitled in its sole discretion to terminate the rights granted in this clause.
- 4.2.2. Partner will use trademarks, trade names and other indicators of origin of Redteam® Creations Limited in accordance with the manner as instructed by Redteam® Creations Limited.
- 4.2.3. The right granted to Partner to present itself as a partner and the right to use trademarks, trade names and other indicators of origin of Redteam® Creations Limited will automatically end when the Partner Agreement ends, for any reason.

## **5. PRICES/PAYMENT**

### **5.1. Prices and payment**

- 5.1.1. All prices exclude shipping costs, VAT and other levies imposed by the government.
- 5.1.2. At the start of the Diagnosis, Data Recovery or any other Service, an invoice shall be drafted which must be paid within 8 days of the invoice date, unless other payment conditions are indicated on the invoice or parties agree upon otherwise. The Diagnostic Report, Data Recovery or another other Service will only be made available to Customer after payment, unless otherwise agreed upon. Customer has no right to set-off or suspend payment.
- 5.1.3. Should Customer fail to fulfill any payment obligation, Customer is in breach without any further demand for payment or notification of breach being required. Redteam® Creations Limited reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 200 (two hundred Euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 5%, on all outstanding debts starting from the date of failure to pay.
- 5.1.4. Until full payment has been made, Redteam® Creations Limited has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.
- 5.1.5. The indebted amount in clause 5.1.1 may be increased with order costs, postage costs and costs of third parties. An increase may also take place in the event that activities have to take place outside of Redteam® Creations Limited's office. In the event that activities need to take place outside of Redteam® Creations Limited's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time compensation amounts to 50% of the current hourly rate. The means of transportation will be determined by Redteam® Creations Limited. The foregoing is also applicable on services provided outside of The Hong Kong.
- 5.1.6. Above mentioned paragraphs leave all the legal rights of Redteam® Creations Limited unhindered, when Customer fails to meet Customer's commitments.

## **5.2. Price Changes**

- 5.2.1.** The prices agreed to between Redteam® Creations Limited and Customer are among other things based on the costs of salaries, social premiums, materials, travel and accommodation costs, the costs for the storage of the Data Carriers and (confidential) information, the reasonable costs for replacement parts, equipment, fees of (external) lab technicians and other specialists necessary for the performance of Diagnosis and/or Data Recovery, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. Redteam® Creations Limited is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes.
- 5.2.2.** Redteam® Creations Limited will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS) by 5%.
- 5.2.3.** Redteam® Creations Limited is always authorized, with regard to Partners, to alter the prices and/or charges. Redteam® Creations Limited shall notify Partner by email at least one month before the change goes into effect. Partners are free to discontinue ordering Services from Redteam® Creations Limited if they do not agree with the change of the prices and/or charges.

## **6. DELIVERY**

### **6.1. Delivery and Risk of Transportation**

- 6.1.1.** Redteam® Creations Limited delivers from the laboratory. Transportation to and from Redteam® Creations Limited is always the risk and expense of Customer. Customer is required to obtain sufficient insurance for the risks during transportation (Incoterms EXW).

### **6.2. Delivery Dates**

- 6.2.1.** All (delivery) dates which may be named by and may be applicable to Redteam® Creations Limited are determined to the best of Redteam® Creations Limited's knowledge on the basis of information made known to Redteam® Creations Limited and will be taken into consideration as much as possible. The mere failure to meet a (delivery) date does not result in the default of Redteam® Creations Limited. If it is not possible to keep to the (delivery) date, then Redteam® Creations Limited and Customer will consult with each other as soon as possible.

## **7. LIABILITY**

### **7.1. Liability**

- 7.1.1.** Redteam® Creations Limited only accepts the liability to pay damages to the extent indicated in this clause 7.
- 7.1.2.** Redteam® Creations Limited will use all reasonable efforts to handle the Data Carrier, its data and all other accessories used during the performance of Data Recovery carefully.
- 7.1.3.** Redteam® Creations Limited notes that the Data Carrier and/or the data contained therein is already damaged when it is sent to Redteam® Creations Limited. Redteam® Creations Limited therefore has no obligations and/or liability for the quality of the data, as made available to Redteam® Creations Limited.
- 7.1.4.** Redteam® Creations Limited is not liable for the expiration of any warranty rights due to the opening of the Data Carrier by Redteam® Creations Limited. Customer acknowledges that this is an acceptable risk that is outweighed by the chance to recover lost data.
- 7.1.5.** Redteam® Creations Limited's total liability shall be limited, in accordance with clause 7, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT). The total compensation for direct damages shall never exceed € 25,000.
- 7.1.6.** Direct damage is exclusively understood as:
  - a. The reasonable costs made in determining the cause and extent of the damage;
  - b. The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 7.1.7.** Redteam® Creations Limited's liability for indirect damage, including consequential damage, loss of profit, loss of savings, or damage through corporate inactivity, is expressly rejected.
- 7.1.8.** With the exception of the cases named in this clause 7, Redteam® Creations Limited has no liability for damage compensation regardless of what an action for compensation could be based upon.

- 7.1.9.** Redteam® Creations Limited's liability due to culpable failure to fulfill the agreement exists solely when Customer immediately and appropriately notifies Redteam® Creations Limited of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Redteam® Creations Limited then culpably fails to meet the aforesaid obligations. The notification of deficiency must occur within 5 days after delivery and ought to be as detailed a description of the deficiency as possible so that Redteam® Creations Limited is able to react adequately.
- 7.1.10.** The condition for any right to compensation is always that Customer notifies Redteam® Creations Limited in writing within 14 days after discovery of the damage under penalty of cancellation.

## **7.2. Force Majeure**

- 7.2.1.** Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Redteam® Creations Limited power as well as business risks of Redteam® Creations Limited, these include but are not limited to failure to perform by a supplier of Redteam® Creations Limited, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Services and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 7.2.2.** When force majeure is of a temporary nature, Redteam® Creations Limited has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.
- 7.2.3.** Redteam® Creations Limited reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 7.2.4.** In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

## **8. MISCELLANEOUS/ GOVERNING LAW**

### **8.1. Additional conditions**

- 8.1.1.** All calls may be recorded for training, quality control, and security purposes. Customer declares its acceptance and acknowledgement of such recording with the acceptance of these General Conditions Redteam® Creations Limited.
- 8.1.2.** Customer declares and warrants that it is authorized/competent to provide a single direct debit payment order or credit card payment instruction for payment.

### **8.2. Applicable Law and Dispute Mechanism**

- 8.2.1.** All agreements made between Redteam® Creations Limited and Customer are governed by the laws of The Hong Kong, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 8.2.2.** Any dispute between parties, which cannot be solved in consultation, will be placed before a qualified court in Hong Kong, the Hong Kong.