

These Terms of Use relate to the use of the services of 30MHz as defined below.

We advise you to read these Terms of Use carefully so you are aware of your rights and responsibilities when you use 30MHz.

Article 1 Definitions

The terms listed below have the following meaning in the Terms of Use 30MHz

30MHz B.V., statutory registered at (2013 RP) Haarlem, at Oost Indiëstraat 24, the Netherlands and having its offices at (1012 KV) Amsterdam at Rokin 60, the Netherlands; Account the personal account which is created by the User when he registers for the Service and to which the User obtains access after entering his Login Details; Agreement the agreement between 30MHz and the User concerning the access to and use of the Service, which is governed by these terms of use; Credit The outstanding monetary balance on an Account, that can be used to pay for the Service; URL unified resource locator, the location to test; Intellectual Property Rights all intellectual property rights and related rights such as copyright, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and sui generis intellectual property rights; Login Details the Google username (or email address) and password which the user provides when creating his or her Account and with which the User gains access to the Web Client and his or her Account; Performance Information the uptime, response time, and any other information regarding the performance of a URL, which is made available to the User in the Web Client; Contact Information the contact information, including but not limited to the email address and the telephone number, that the User provides when creating an account, which is used to send Status Updates; Ping the test that is performed by the Service, in which at regular intervals an HTTP request is performed on a URL to check the status of the URL; Privacy Policy the privacy policy; Status Update the message, sent by email or SMS, to update the User on the status of the URL; Test Parameters the parameters, values and other information specified by the User with regard to a Ping, including but not limited to the URL of the URL, the headers, the notification parameters and the method; User a person that is using the Service and has created an Account for the use of the Service; Web Client The online interface, accessible via 30MHz.com, via which Users can access the Service.

Article 2 Applicability

2.1

These terms of use ("Terms of Use") apply, to the exclusion of any terms and conditions of the User, to each and every use made by the User of the Service.

2.2

30MHz is at all times authorised to amend or supplement the Terms of Use. The most up-to-date Terms of Use can always be found on the website. The amended or supplemented Terms of Use will be brought to the User's attention during the User's use of the Service. If the User continues to use the Service after these Terms of Use have been amended or supplemented, by such action the User irrevocably accepts the amended or supplemented Terms of Use. If the User does not agree to the amended or supplemented Terms of Use, the only option open to the User is to cease using the Service.

Article 3 The Service

3.1

The Service is an online accessible tool which is able to monitor uptime and response time of any URL. In the Web Client, Users can monitor and review the Performance Information and start, stop or edit Pings based on the Test Parameters.

3.2

In addition, the User can indicate that the User wants to receive Status Updates for the URLs subject to a Ping. Such Status Updates will be sent to the Contact Information as provided by the User.

3.3

The User accepts that the Service contains only the functionalities and information that he finds at the moment of use ("as is" basis). Except as expressly provided in these Terms of Use, 30MHz makes no warranties of any kind, whether express, implied, statutory or otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity or accuracy of the Service.

3.4

The User is required to register for the Service using his or her Google-account. It is not permitted to create an Account using the Google-account of another person or company.

3.5

The User guarantees that all Contact Information provided in relation to the use of the Service is correct and complete.

3.6

The User accepts and acknowledges that the User is at all times responsible and liable for the use of the Service by third parties via the User's Account.

3.7

30MHz may at all times (i) make functional, procedural or technical changes or improvements to the Service and (ii) (temporarily or permanently) take out of service, restrict the use of or terminate one or more Accounts on the Service.

3.8

The user is solely responsible for the purchase and/or the proper operation of the infrastructure necessary to use the Service. 30MHz is never liable for damage or costs on account of transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet.

3.9

30MHz is not responsible with respect to the availability and proper functioning of the link between the Service and Google.

Article 4 Permitted Use of the Service

4.1

The User is only permitted to use the Service on those URLs that the User owns, or is legally permitted to subject to the Service.

4.2

Each and every use of the Service by the User is for the risk and responsibility of the User. 30MHz accepts no liability whatsoever for any decisions made by the User based on the Performance Information.

4.3

The User is not permitted to:

a

use the Service on URLs the User does not own, or is not legally permitted to subject to a Ping Test;

b

submit Test Parameters which contains viruses, Trojan horses, worms, bots or other software that can damage, disable or delete the Service or makes it inaccessible, or which alters the Performance Information;

c

harm the interests and reputation of 30MHz;

d

engage third parties to perform any of the abovementioned acts.

4.4

30MHz reserves the right to modify, refuse or delete Pings or to restrict the use of or terminate the User's Account if there are grounds to do so according to 30MHz, without becoming liable to pay any compensation to the User.

4.5

If a User is of the opinion that his Login Details have been used or are being used by a third party, the User should notify 30MHz immediately (contact).

Article 5 Intellectual Property Rights

5.1

The Intellectual Property Rights in relation to the Service, including the intellectual property rights with respect to the Web Client and the Performance Information, are held by 30MHz or its licensors.

5.2

Under the conditions set out in these Terms of Use, 30MHz will grant the User a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the Service, including the Information, insofar as is necessary for the use of the Service.

5.3

Nothing in these Terms of Use is intended to transfer any Intellectual Property Rights to the User. The User shall refrain from any act that infringes the Intellectual Property Rights of 30MHz, including - but not limited to - the registration of domain names, trademarks or Google Adwords that are identical or similar to any object to which 30MHz holds Intellectual Property Rights, as well as the reproduction, modification, reverse engineering or publishing of the Service, including the Information, for other purposes than those listed in the Terms of Use.

5.4

The User is not permitted to remove, make illegible, hide or modify notifications or statements with regard to Intellectual Property Rights.

Article 6 Privacy

6.1

By registration, providing Login Details and by using the Service, the User will provide personal data to 30MHz. This personal data will be processed in accordance with the Privacy Policy of 30MHz and the applicable laws and regulations.

Article 7 Indemnities and warranties

7.1

The User is liable for and indemnifies 30MHz completely against any damages and costs which 30MHz suffers or makes as a result of (i) an attributable breach of the Terms of Use by the User, (ii) an (alleged) infringement of Intellectual Property Rights by the User, (iii) any use the User makes of the

Service or (iv) an unlawful and/or illegal act. All costs and damages that in any way relate to such a claim will be reimbursed by the User.

7.2

The User guarantees that he is solely and fully entitled to subject the URL to the Ping. The User also guarantees that the Test Parameters are correct, complete and not limited or restricted by or infringe upon any third parties' rights, including intellectual property rights, or that the use of the Service is in any other way unlawful towards third parties.

7.3

The User indemnifies and holds 30MHz harmless against claims of third parties arising out of the User acting in any way unlawful or illegal.

7.4

The User guarantees that he is entitled to use the Service and that he will act in accordance with the Terms of Use.

Article 8 Liability

8.1

30MHz accepts no liability for damages that result from:

a

the use of the Service;

b

the Service being unavailable;

c

Performance Information being inaccurate;

d

Contact Information being incorrect;

e

a Status Update not arriving at the provided Contact Information;

f

unlawful acts by the User;

g

or any other cause, to the extent that is permitted under mandatory law.

8.2

When 30MHz is liable to Users for damages arising from any cause whatsoever, this liability is at any time limited to the direct damages up to an absolute maximum of EUR 1.000,- per event (a sequence of events will be regarded as one event).

8.3

30MHz accepts no liability for damages that result from:

a

damage to property;

b

reasonable costs incurred to prevent or limit damage to property that could be expected from the event on which is the liability is based;

c

reasonable costs incurrent in determining the cause of the damage to property.

8.4

Any liability of 30MHz for damage other than direct damage ("indirect damages"), including - but not limited to - consequential damages, loss and/or damage of data, loss of profits and lost sales, is fully excluded.

8.5

The limitations and exclusions of liability mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of 30MHz or her managers ("own actions").

8.6

The creation of any right to compensation is always conditional on the User reporting the damage to 30MHz in writing as soon as possible after it has come about. Any claim for compensation vis-à-vis 30MHz will be cancelled simply by the expiry of twelve months after the damage first arose.

Article 9 Force majeure

9.1

Neither party to this Terms of Use is liable to perform any obligation, including any warranty obligation agreed between the parties, if prevented therefrom by force majeure.

9.2

Force majeure is taken to mean inter alia: power failures, strikes, riots, government measures, fire, natural disasters, floods, failure of suppliers of 30MHz, shortcomings by third parties which were engaged by 30MHz, disruption of the internet connection, hardware failures and failures in (telecommunication) networks.

Article 10 Payment

10.1

The User will pay for the service per ping and per sent Status Update, in accordance with the pricing information as listed.

10.2

Any outstanding amounts will be settled with the Credit of the User.

10.3

When the User's Credit reaches zero, the Service will be suspended, until the User deposits additional funds. The User can either make an additional one-time deposit, or enter into a periodic payment obligation, in accordance with the pricing information.

10.4

The pricing information may change from time to time. Any changes to the prejudice of the User will be brought to the User's attention beforehand.

Article 11 Termination

11.1

30MHz is entitled to terminate the Agreement in case of any breach of the Terms of Use by the User..

11.2

In case of a termination for any reason whatsoever, no obligation to undo any performance already delivered will arise from the termination of the Agreement and any outstanding monies will immediately be settled with the Credit of the User. After termination of the Agreement for any reason whatsoever, the User has no right of compensation for the outstanding Credit.

11.3

The User is at any moment entitled to discontinue the use of the Service and to terminate his Account.

Article 12 Miscellaneous

12.1

The Terms of Use and the use of the Service is subject to Dutch law. The applicability of the Vienna Sales Convention 1980 is expressly excluded.

12.2

To the extent that national or international rules of law do not prescribe mandatory conditions to the contrary, any and all disputes arising from or related to the Service or the Terms of Use will be brought before the competent court in Amsterdam.

12.3

30MHz may transfer rights and obligations arising from these Terms of Use to third parties and will notify the User of this. When the User does not accept the transfer of rights and obligations he may discontinue the use of the Service and terminate his Account.

12.4

If at any time any provision of these Terms of Use is or becomes illegal, void or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of the Terms of Use and such invalid provision shall be replaced by such other provision which, being valid in all respects, shall have effect as close as possible to that of such replaced one.