

Terms & Conditions

ARC CONSULTING LTD, Cyprus henceforth referred to as "ARC".

These General Terms and Conditions are a legally binding part of all consultancy, service and user agreements between ARC and its contractual partners (clients, clients, customers, users).

The general terms of business and contractual agreements based upon these between contractual partners and ARC are based upon the laws and rules of conduct of the Republic of Cyprus.

ARC provides all services exclusively based on these terms and conditions (AGB / Terms & Conditions), as well as the current specification of services (LB). A contractual partner's differing general terms of business do not apply, even if ARC does not explicitly object to them. ARC does not recognise a contractual partner's general terms of business which conflict with or differ from their AGB, unless ARC explicitly approves their validity in writing. These AGBs still apply if ARC carries out delivery to the client without reservation and in full knowledge of the contractual partner's differing terms of business. ARC is entitled to change the LB, as well as these AGBs, with a notice period of two weeks. ARC will announce the particular changes in writing on their appropriate internet presence. At the same time the contractual partner will be expressly notified that the particular change is an article of the contract existing between the two contractual parties. Should the contractual partner not object to the change within a notice period of one month from the announcement of the change, each party has the right to terminate the contract verifiably in writing within the valid due notice period for a termination. ARC's internet presence explicitly offers no substitute for a consultation, particularly not in the case of engineering, legal and/or tax matters. None of the content found here should be understood as recommendation to undertake and/or refrain from any activities. No liability is assumed for the accuracy or integrity of the displayed content. We do not provide legal or tax advice.

(1) Basic regulations

Should individual terms in these General Terms and Conditions and the contracts based upon them be ineffectual or completely impracticable or become ineffectual or impracticable after the signing of the contract, the validity of the of the General Terms & Conditions and contracts based upon them will remain unchanged. In place of the ineffectual or impracticable term, those effective and practical terms should come into force, whose effects come closest to the economic purpose that the contractual partners had pursued with their ineffectual or impracticable condition. The preceding regulations are valid respectively in the case that the General Business Terms and/ or contracts based upon them are proven to be incomplete.

(2) Formulation of a Contract

The contract between ARC and the contractual partners comes into being when ARC receives the mandate from the contractual partner by way of a contract, order confirmation or via email. This can

also already be in the preparation of services for the letter of acceptance by ARC. ARC reserves the right in individual cases to decline the mandate at conclusion of the contractual relationship with good cause.

The respective offer by ARC is the basis for the conclusion of the contract, in which the range of services and ARC's compensation is established, whether verbally or a by written mandate from the contractual partner.

Statutory regulations apply between business persons exclusively according to the law of the Republic of Cyprus.

The contractual partner declares by accepting ARC's offer or by commissioning ARC, whether verbally, in writing or by online form, that they are a business person acting on their own behalf according to the law.

ARC assumes of all visitors to their published internet site (clients, customers, users, and interested persons), that they are business people in the eyes of the law and that they are registered traders. As a principle ARC is not obliged to check this presumption. In addition, every person who makes written or telephone contact with ARC declares that they are a business person (a trader in the legal sense – not a founder of a new business). Should a person not agree with this provision they are asked not to request any information through ARC, and in particular to not request any services through ARC.

This is result of basis regulations on the right of withdrawal and cancellation. Fundamentally and with reference to the previously named provisions, a right of withdrawal and cancellation is basically precluded.

(3) Contractual Partner Obligations

The contractual partner is responsible in all cases for the correct entry of their data, which is required for the execution of the contract and/or the use of services. The contractual partner must inform ARC of any changes immediately and in writing. The client must avoid any impression in legal relations or business dealings that they are responsible for the content assigned to ARC. The client is obligated to maintain the correctness of data saved by ARC and to ensure they are always contactable by post or digital means (email). Possible losses by the contractual partner which result directly or indirectly from ARC being unable to reach them in writing will not be assumed by ARC. The obligation to research does not lie with ARC. If the contractual partner does not inform ARC in writing of any changes to their contact data, written statements count as issued if they were sent to the last address to be recognised by ARC. This applies also and especially to deliveries via electronic mail.

The contractual partner will supply ARC with all information, documents and materials required for the provision of the requested or ordered service without delay. They will inform ARC of all processes which are of importance to the carrying out of the mandate, even if these circumstances only arise during the execution of the mandate.

The client is obligated to check all information and material made available for the execution of the mandate (instructions, software, etc.) for possible existing faults, insufficiencies or other third party rights issues. ARC expressly does not assume liability for the violation of another's rights or injuries caused by material provided by the client.

(4) Compensation for Services Rendered

If nothing else has been agreed in writing with ARC there exists an entitlement by ARC to charge a fee for every service in advance. All ARC services, which are not expressly compensated by the agreed fee/ compensation/ reimbursement, will be calculated separate for the client by ARC. All ARC expenditures are to be reimbursed by the contractual partner. ARC reserved the right to change the compensation for services rendered if costs rise or fall after the signing of the contract, in particular due to price rises by third parties. Upon the request of the client, ARC will present the reasons for the price fall/ rise.

The compensation for services rendered is due for payment by the contractual partner immediately and without delay within 7 working days from the date of invoice. In the event of default ARC is entitled to demand interest from the client at 4 percentage points above the bank rate per year. If ARC should be in a position to prove greater damage has been done by default or is entitled to claim a higher percentage by law, they are entitled to claim this. In addition, ARC is entitled to cease all services immediately in the event of default. ARC also has the right to halt their services in part or in full after a singular reminder, at the latest 14 days after default of payment. ARC is at liberty to make use of the right of retention as regards business data and documents or other items handed over to them. Upon reimbursement of all demanded sums by the contractual partner, ARC declares itself prepared to surrender all of these kept under the right of retention to the contractual partner.

The client should raise any objections to invoices from ARC immediately upon receipt of the invoice. Objections do not entitle the contractual partner to demand back sums already paid. If ARC acknowledges the objection in part or in full, ARC will reimburse the overpaid amounts to the contractual partner. If the contractual partner arranges for a return debit note, the associated costs to ARC will be borne by the contractual partner and this entitles ARC to terminate the whole contract with good cause. The client is only entitled to the right to set-off if their counterclaim can be legally established and this is recognised by ARC. In addition, he is only authorised to exercise a right of retention in as far as his counterclaim is based upon the same (individual) contractual relationship.

(5) External Services / Engagement of Appropriate Third Parties

ARC is entitled, at their own discretion, to carry out the submitted and/or ordered services of the client themselves, to avail themselves or the provision of services covered by the contract by appropriate third parties and/or to substitute such services ("supply agent"). ARC will carefully select supply agents and see to it that these are in possession of the required specialist qualifications. ARC will only assume debt collection for services performed if in this case this service forms part of the offer.

(6) Liability

ARC is liable according to legal requirements only on the basis of a deliberate and imputable or gross negligence or if ARC has violated a fundamental contractual obligation at least through slight negligence. Otherwise liability is precluded. ARC's liability is also precluded if the contractual partner has not fulfilled their duty of notification. Should the contractual partner be entitled to compensatory damages in place of services, this liability is limited to the compensation of foreseeable, typically occurring damages.

The contractual partner must make any claims and justify these to ARC in writing at the latest within ten days after the provision of the service or work. In the case of justified and timely claims the contractual partner is entitled to rectification of defects or an exchange of services by ARC. With a justified claim the shortcomings will be rectified within an appropriate amount of time, for which the contractual partner should make all necessary measures possible for ARC to investigate and correct these defects. ARC is entitled to refuse to improve a service if this is impossible or if it would involve a disproportionately high expenditure for ARC. The existence of deficiencies on the delivery date, the date of the deficiency was established and the timeliness of the receipt of the complaint must be proven by the contractual partner beyond all doubt. ARC cannot fundamentally guarantee the availability of a name (domain). ARC is not liable for damages which result for the client from not having their name or branch registered, account opening or similar circumstances. Liability for any mail delivery is expressly precluded.

Legal and taxation issues: ARC CONSULTING LTD does not provide any tax, legal or financial advice. You should therefore seek detailed advice from your trusted adviser before the implementation/publishing of any service or work. This measure counts above all for advice on the complete content of these terms and conditions.

Licenses and permits: Submitted licences and permits require the approval of the appropriate legitimate authorities or facilities. Such decisions are not essentially predictable. For this reason ARC accepts no liability for the rejection of applied for licenses / permits or for the consequences for the applicant or client. In no case does the client or applicant have a claim for reimbursement by ARC because the service offered by ARC is always of an "intermediary" nature and not of fee on the basis of success. Demands, such as for damages among other things, cannot be entertained in such circumstances.

ARC advises that payments (fees) are predominantly first declared due by ARC and authorities when these represent an actually reference to advancement in the present case.

(7) Data Protection

ARC raises, saves and processes attained data within the framework of the contractual relationship and in accordance with the legal data protection regulations of Cyprus, indeed on the one hand this is for the fulfilment of contractual obligation and on the other to comply with legal obligatory documentation requirements. Personal data will be raised by ARC within the context of the purchase of services, work or any other offer. These data will be used exclusively for the purposes of executing the contract and for client support, as well as for internal statistics. The client gives their consent for this. Data will not be transferred to those outside of the company or to unauthorized third parties

(except in the case of legal action by ARC against the contractual partner or use of sub-contractors/sub-agents).

(8) Right of Retention

ARC is, in cases of outstanding claims against the contractual partner, fundamentally entitled to retain all services, correspondence, papers and documents, also in digital form, until such time as all claims are repaid in full. There still exists the right to sue the contractual partner for non-payment.

(9) Notice Periods

Unless explicitly agreed otherwise, the parties are entitled to terminate the contractual relationship in writing and by registered mail, with a notice period of three months to the end of each calendar year. The parties retain the right to terminate the contract with good cause in exceptional situations. Good cause can be established particularly in the following situations:

a.) The contractual partner is in default of payment to ARC, the bond of trust between the parties has been irreparably damaged.

or

b.) the contractual partner repeatedly and culpably breaches their obligations in their contractual relationship with ARC.

The cancellation announcement is to be made in writing and sent by registered mail in all cases. In the case of justified termination in keeping with the points outlined above, ARC is in no case obliged to repay any money received from the contractual partner. A requirement for ARC to repay the contractual partner is fundamentally and irrevocably precluded in this case.

(10) Final Clauses

This contract is subject to the law of the Republic of Cyprus. Changes to the General Terms & Conditions will be published as already demonstrated. Changes are considered to be authorized, should the contractual partner not object within the stated notice period. ARC will make special reference to this in the communication or publication. The objection must be received by ARC within a month of publication of the communication or publication.

(11) Court of Jurisdiction

Here apply only the laws of the Republic of Cyprus.