

# Terms and Conditions – tS-X

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## Article 1 – Definitions

1. **tS-X:** tS-X, registered in Ireland under CRO number 786324, with registered address in Tahilla, County Kerry.
2. **Client:** a natural person acting in the course of a trade, business, craft or profession, or a legal entity, entering into an agreement with tS-X.
3. **Agreement:** any arrangement between tS-X and Client for the provision of services.
4. **Services:** all work performed by tS-X for Client, including but not limited to: website development and migration, hosting and maintenance, digital positioning, and cybersecurity consultancy.
5. **Maintenance Agreement:** an ongoing agreement for the technical and content management of Client's website, including: hosting, DNS configuration, platform maintenance, monitoring, security updates and minor content changes, as further specified in the quotation.
6. **Project Agreement:** an agreement for a one-off deliverable (such as a website).

## Article 2 – Applicability

1. tS-X provides services exclusively to business clients acting in the course of trade, business, craft or profession. Consumer contracts are expressly excluded.
2. These terms apply to all quotations, offers and agreements between tS-X and Client.
3. Deviations from these terms are only valid if agreed in writing.
4. Any purchase or other terms of Client do not apply unless expressly accepted in writing by tS-X.

## Article 3 – Quotations and agreements

1. All quotations are non-binding and valid for 30 days unless otherwise stated.
2. An agreement is formed when Client accepts a quotation in writing (including email).
3. Additional or amended arrangements are only binding after written confirmation by tS-X.

## Article 4 – Performance of the engagement

1. tS-X shall perform the Services with reasonable skill and care and does not guarantee any specific outcome, result or commercial benefit.
2. tS-X determines the manner in which the engagement is performed, unless otherwise agreed.
3. Client ensures that all information and materials required for performance are provided in a timely manner. Delays caused by late delivery are at Client's expense and may result in additional costs.
4. If Client fails to meet its duty to cooperate, tS-X is entitled to suspend performance and charge any additional costs incurred.
5. tS-X has the right to engage third parties for the performance of work, provided quality is maintained.

## **Article 5 – Additional work**

1. Work falling outside the original quotation is considered additional work.
2. Additional work is communicated to Client in advance and charged at the hourly rate, unless otherwise agreed.
3. tS-X is not obliged to perform additional work without prior consent from Client.

## **Article 6 – Fees and payment**

1. All stated amounts are exclusive of VAT unless otherwise indicated.
2. **Project Agreements:** invoicing as follows:
  - 50% at commencement of the project (upon acceptance of quotation)
  - 50% upon delivery
3. **Maintenance Agreements:** invoiced monthly in advance. Upon termination, the current month and the full notice period month remain due in full; no pro-rata refund applies.
4. **Additional work:** invoiced monthly in arrears.
5. Payment is due within 14 days of invoice date.
6. If payment is overdue, Client is in default by operation of law and tS-X is entitled to charge statutory interest.
7. In case of prolonged default (more than 30 days), tS-X is entitled to suspend hosting and related services, and withhold transfer or migration assistance until payment is received.

## **Article 7 – Delivery and acceptance**

1. tS-X delivers the final result for review by Client.
2. Client has 14 days after delivery to review the result and report any defects.
3. Defects are deviations from what was expressly agreed. Wishes not included in the quotation are not defects but additional work.
4. If Client does not respond within 14 days, the result is deemed accepted.
5. After acceptance (or deemed acceptance), any maintenance agreement commences.

## **Article 8 – Maintenance Agreement**

1. A maintenance agreement is entered into for an indefinite period.
2. Termination is possible as of the first of the following month, with a notice period of 1 month.
3. The maintenance package includes the work described in the quotation (e.g. hosting, monitoring, a specified number of changes per month).
4. The scope of included changes is specified in the quotation. Work exceeding the agreed maximum is charged as additional work.
5. tS-X is entitled to adjust maintenance fees annually. Client is notified at least 1 month in advance and has the right to terminate the agreement against the date of the fee change.

## **Article 9 – Intellectual property**

1. **Copyright:** Copyright on all works developed by tS-X remains with tS-X.
2. **Right of use:** Upon full payment, Client obtains an unlimited, perpetual and transferable right to use the website developed specifically for Client, including the right to have it managed, modified and continued by third parties.

3. **Transfer:** Transfer of copyright only takes place if explicitly agreed in writing.
4. **Underlying tooling:** Reusable components, templates, frameworks, tooling and other generic elements developed by tS-X remain the property of tS-X at all times.
5. **Client content:** Texts, images and other materials provided by Client remain the property of Client.
6. **Portfolio:** tS-X has the right to use delivered work for its own promotional purposes (portfolio, references), unless Client objects in writing.

## **Article 10 – Hosting and domain names**

1. If tS-X provides hosting as part of a maintenance agreement, hosting remains active as long as the maintenance agreement is in force and invoices are paid.
2. tS-X strives for maximum availability of hosting but does not guarantee 100% uptime. Planned maintenance is communicated to Client in advance.
3. tS-X maintains backups as part of its operational processes and will use reasonable efforts to restore the website from the most recent available backup in the event of a platform failure.
4. Upon termination of the maintenance agreement, tS-X will cooperate in the transfer of hosting and domain names to Client or a party designated by Client.
5. Domain names registered in Client's name remain the property of Client at all times.

## **Article 11 – Liability**

1. The liability of tS-X is limited to the total amount invoiced under the relevant Agreement (or for maintenance agreements: the amount of the last 3 monthly invoices).
2. tS-X is not liable for:
  - Indirect damage, consequential damage, lost profits or missed savings
  - Damage resulting from Client's failure to provide materials in a timely manner
  - Damage resulting from acts or omissions of third parties (hosting providers, domain registrars, cloud and network service providers, API providers and serverless infrastructures)
  - Damage due to force majeure
  - Damage resulting from unavailability of the website or hosting (see article 10)
3. Claims by Client against tS-X expire 12 months after the claim arose.
4. tS-X is entitled to immediately suspend or restrict services if Client's website poses an acute cybersecurity risk to third parties or to the infrastructure of tS-X, including but not limited to: distribution of malware, phishing, misuse of credentials, or violation of the acceptable use policies of the underlying platforms.
5. For services that depend on external platforms or suppliers, the terms, availability and limitations of that third party apply. tS-X is not responsible for outages, changes or restrictions on the part of external service providers. Certain solutions delivered by tS-X rely on third-party platforms, cloud services, APIs, DNS providers or hosting providers. Continued operation may depend on the ongoing availability and policies of such providers.

## **Article 12 – Force majeure**

1. In case of force majeure, tS-X is not obliged to fulfil any obligation.
2. Force majeure includes: any circumstance beyond the control of tS-X that prevents performance, including but not limited to: disruptions at hosting providers, internet outages, illness, and government measures.

## **Article 13 – Confidentiality**

1. Both parties are obliged to maintain confidentiality of all confidential information obtained in the context of the agreement.
2. Information is considered confidential if communicated as such by the other party or if this follows from the nature of the information.

## **Article 14 – Privacy and data processing**

1. tS-X processes personal data of Client in accordance with the General Data Protection Regulation (GDPR).
2. The privacy policy of tS-X is available on the website.
3. Where tS-X processes personal data of third parties in the course of performing the agreement (for example via contact forms, booking systems or other integrated services), this is done solely for the purpose of providing services to Client and in accordance with the GDPR. Further arrangements are, where necessary, documented in a data processing agreement.

## **Article 15 – Termination and transfer**

1. Either party may terminate the agreement in writing with a notice period of 1 month.
2. tS-X is entitled to dissolve the agreement with immediate effect if:
  - Client is in default of payment (more than 30 days)
  - Client is declared bankrupt
  - Client fails to comply with the agreement despite notice of default
3. Upon termination, work already performed is invoiced and Client is obliged to pay.
4. Upon termination of services, tS-X will provide reasonable cooperation for the transfer of the website and associated technical configurations to accounts managed by Client.
5. tS-X aims to build websites using broadly adopted technologies and architectures that facilitate future transfer to another provider.
6. The provisions relating to payment obligations, intellectual property, confidentiality, liability, dispute resolution and any provisions which by their nature are intended to survive termination shall remain in force after termination of the Agreement.

## **Article 16 – Applicable law and disputes**

1. All agreements are governed by the laws of Ireland.
2. Disputes are preferably resolved by mutual consultation.
3. If this fails, the competent court in Ireland shall have jurisdiction.

## **Article 17 – Amendment of terms**

1. tS-X is entitled to amend these terms of service.
2. Amended terms apply to new agreements and to renewals of existing maintenance agreements.
3. tS-X notifies Client at least 1 month before amended terms take effect.

## Article 18 – Website analysis tool

1. tS-X offers an online tool that allows users to analyse a domain across nine categories: security, discoverability (SEO), speed, conversion, email deliverability, accessibility, legal compliance, sustainability and branding.
  2. **Indemnification:** The user who initiates a scan warrants that they are the owner of the scanned domain or have permission from the owner to perform the scan. tS-X is not liable for any temporary unavailability, server load or firewall alerts resulting from the scan.
  3. **No guarantees on results:** The displayed scores and assessments are indicative and based on a point-in-time measurement. No rights can be derived from them. Deviations from other measurement tools (such as Google Lighthouse or similar services) are outside the responsibility of tS-X. The analysis tool does not constitute legal advice, compliance certification, security certification, accessibility certification or any other professional assurance.
  4. **Intellectual property of the output:** The design, structure, scoring methodology, verdict engine and generated texts of the website analysis are the property of tS-X. It is not permitted to copy, reproduce or commercially reuse the output, report structure or underlying methodology without written permission from tS-X. Users may not systematically scrape, reverse engineer, benchmark, replicate or create competing services based on the analysis tool, scoring model or reporting methodology.
  5. **Data processing:** The website analysis tool processes only publicly accessible data and DNS records associated with the entered domain name. Any contact information discovered during analysis is processed solely to perform the requested technical checks. This data is not stored for marketing purposes or disclosed to third parties.
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