

Agency Terms and Conditions.

Article 1: General Terms and Conditions

The general conditions define, without prejudice to any special provisions contained therein, the respective obligations of the contracting parties (hereafter "Adjust") on the occasion of the services provided by ADJUST SRL having its registered head office at 1330 Rixensart, Chaussée de Lasne 42.

By signing the Agreement or accepting any offer submitted by ADJUST through any channel whatsoever, the Client expressly acknowledges having read and accepted these general conditions.

The provisions which are not expressly waived shall remain in force. Only derogations subject to the written agreement of ADJUST may modify the application of these general terms and conditions.

In the event of a conflict between the Client's general terms and conditions and the general terms and conditions found herein, it is agreed that the latter shall prevail.

Depending on the context and unless otherwise stipulated:

- the term "Client" in the general terms and conditions found herein shall be interpreted to also mean any prospect, partner or contractor.
- the term "Contract" refers to an offer, quotation, purchase order, services agreement, licensing agreement or any other contract between the parties.
- the term "service" (in the singular or plural) refers to any service of development, creation, programming, hosting, coordination, hardware and software maintenance, support provided and/or marketed by ADJUST;
- the term "material" refers to any hardware and other product provided and/or marketed by ADJUST.

Article 2: Updating of the Terms and Conditions.

Changes to these terms and conditions may be made during the course of the collaboration.

The new terms and conditions will become applicable within 30 days of being updated on the site.

Article 3: Data protection.

ADJUST will take the standard measures prevailing in the digital industry to ensure the protection of its client's data.

The parties are prohibited from disclosing any confidential information they have obtained from each other under the contract or from an outside source.

ADJUST reserves the right to use the Client's name in its advertising and as reference, and to make it public as such.

Article 4: Confidentiality.

Any documents or data provided by the Client to ADJUST under the contract shall be considered strictly confidential and shall constitute the entire and exclusive property of the Client.

Therefore, all information incorporated by the Client into its website(s) is also considered to be its property.

Except in the case that this information is already known to the general public in strict compliance with the law, ADJUST may not, in any way, even indefinitely after the complete execution or termination of the contract, directly or indirectly, (i) disclose it or communicate it to third parties, (ii) or make use of it, for itself or for a third party, other than for the strict execution of the contract.

All documents, manuals, software, concepts or other information, without limitation, transmitted or shown to the Client or developed by anyone in connection with the contract shall be treated as strictly confidential and remain the wholly and exclusively owned propriety of ADJUST.

Except in the case that this information is already known to the general public, in strict compliance with the law, Client shall not, in any way, even indefinitely after the complete execution or termination of the contract, directly or indirectly, (i) disclose it or communicate to third parties, (ii) or make use of it, for itself or for a third party, other than for the strict execution of the contract, (iii) or develop, sell or deliver material, hardware, software or other services identical or similar to those sold or marketed by ADJUST.

Article 5: Intellectual property.

ADJUST shall be entitled to all intellectual property rights and all other property rights, including the products and services it provides and their components (texts, structure, layout, graphical components, presentation, logos, etc...).

The Client acknowledges these rights and will not infringe upon them. The Client guarantees that it has the necessary rights of use and ownership in connection with the content it provides or transfers to ADJUST (cfr. Article 4).

The Client shall assume and bear the cost incurred in the defence against any possible claim by a third party who claims to have an intellectual or industrial right to any of this information, elements or data, or who brings an action for defamation, damages or others.

In addition, ADJUST shall remain the owner of the know-how developed or used in the performance of the contract and shall be free to use it for any other purpose, in particular to provide other services to other clients.

In particular, ADJUST may freely re-use the services, elements and codes developed for the Client and apply them towards any other application or service intended for other clients, unless explicitly stated otherwise and agreed upon in a written statement.

Article 6: Change of shareholding structure.

The present terms and conditions shall remain in effect, even in the event of a transfer of shareholding.

Article 7: Limit of liability.

ADJUST undertakes to provide the services incumbent upon it but is in no way concerned by any relations between the Client and other parties or telecom and/or internet users.

ADJUST shall not be held liable in any way whatsoever by the Client if it appears that the Client was not up to date with the payments due under this contract.

ADJUST is bound by an obligation of means rather than one of result. Under no circumstances shall it be held liable for indirect damages such as loss of turnover, income, profits, commission, etc....

The Client is solely responsible, in all circumstances, for the content of websites that are developed by ADJUST at its request.

ADJUST cannot be held responsible for the content provided by the Client or for the unauthorized use thereof.

ADJUST shall, in no event, be liable, in any way whatsoever, for any direct or indirect prejudice, or even if there is no such prejudice (non-exhaustive list):

- for any security system breach;
- for any network disruption;
- for the introduction of computer viruses spreading through the Internet network;
- for damages caused by hacking or hackers;

- for the partial or total, temporary or permanent interruption of access to the Client's network and its data;
- for the temporary or permanent loss, total or partial, of the Client's data or of the Client's Clients;
- for a computer crash;
- for navigation problems, bugs or server slowdowns;
- for the theft of the equipment entrusted to ADJUST if there has been no serious misconduct on the part of ADJUST;
- for any misuse, alteration or modification by the Client of the sources made available to it;

Article 8: Force Majeure.

The following shall be regarded as grounds for exemption if they occur after the conclusion of the contract and prevent its execution: labor disputes and any other circumstances such as: fire, strike, accident, illness, mobilization, requisition, embargo, insurrection, destruction of facilities or equipment, computer bugs emanating from platforms external to ADJUST, changes in the IT environment, lack of means of transport, general lack of supplies, restrictions on the use of energy when these other circumstances are beyond the control of the parties.

The party invoking the circumstances referred to above shall promptly notify the other party in writing of their intervention as well as of their termination.

The occurrence of one of these causes releases both ADJUST and the Client from liability.

In such circumstances, the defaulting party shall promptly notify the other party in writing. The obligations of the parties whose performance has become impossible due to a case of force majeure may be temporarily suspended or renegotiated. In the event that the force majeure lasts more than 6 months, the contract will be automatically terminated or cancelled, without compensation, unless otherwise agreed by the parties.

Article 9: Duration of the contract/renewal/termination

This contract is taken out for an irrevocable and minimum period of the number of months indicated in the contract.

ADJUST and the Client shall be bound as soon as the contract is concluded.

Invoicing shall commence immediately, unless otherwise specified in the contract.

If ADJUST or the Client does not give notice of termination by registered letter with acknowledgement of receipt 3 months before the end of the contract, the

contract shall be tacitly renewed for successive irreducible periods of one year unless otherwise stipulated in the contract.

In the event of a transfer of business, if the Client has this contract taken over by a successor approved by ADJUST, the original Client, up to date on the payments due under this contract, will be released from its obligations.

Article 10: Invoicing and terms of payment

Payments must be made by bank transfer to the number indicated on the invoice (IBAN and BIC for international payments).

Unless otherwise stipulated, invoices are payable within 30 days of the date of issue.

Complaints concerning invoices must be sent to ADJUST within eight calendar days of receipt. Failing this, they shall be considered undisputed and indisputable.

Invoices not paid on the due date are increased, without notice of default, by an interest of 10% per annum. Any invoice not paid on its due date shall automatically entail payment by the Client of a fixed compensation equivalent to 15% of the amount due.

When the Client does not pay within the agreed period, ADJUST shall, in addition, without prejudice to its right to reimbursement of expenses in accordance with the provisions of the Judicial Code, have the right to suspend its own obligations, without this suspension giving entitlement to any compensation whatsoever to the Client.

Article 11: Prices

The prices for services or software development are either flat fees or fee schedules [pay-as-you-go rates], depending on the terms of the contract, which will apply to the services effectively performed for the Client.

Prices are exclusive of VAT or any other taxes, levies, duties and charges not specifically mentioned in the contract.

Prices contained in tenders or any other medium in addition to those contained in contracts concluded by all parties shall be binding.

During the term of the contract, all costs may be indexed annually. They may not be indexed by more than 10% without the Client's agreement.

Articles 12: Maintenance, hosting and domain names

By hosting, we mean all the services related to the hosting of the Client's site(s), the use of one or more e-mail accounts, the reservation and hosting of the chosen domain name(s), and the additional charges for exceeding the bandwidth of the contracts.

ADJUST shall be entitled to subcontract these services to a third party, it being understood that such subcontracting shall not diminish the quality and performance of the services in question.

The hosting contract comes into force on the day of the reservation of the Client's domain name. Unless otherwise agreed in writing, the hosting contract is concluded for a period of one year from the date of this reservation. The contract will then be tacitly extended for successive periods of one year, provided that one of the parties has not cancelled the contract by registered letter with acknowledgement of receipt at least 2 months before the expiry date of the current period.

Unless otherwise agreed, the hosting fees shall be invoiced in advance for their annual amount.

In the event of non-payment, whether total or partial, ADJUST reserves the right to suspend the domain name and hosting services, without affecting the Client's obligations to ADJUST. In such a case, the Client may not invoke this reason to terminate the contract.

The Client acknowledges that it is technically impossible to provide a trouble-free and uninterrupted hosting service since ADJUST cannot guarantee continuity of service, particularly during periods of maintenance, repairs, reconfigurations, software updates, bugs and other necessary technical acts, as well as during circumstances beyond its control.

The Client expressly agrees that ADJUST may, at its sole discretion and without notice to the Client, act through subcontractors to provide the hosting and/or telecommunications services related to this contract.

If the Client wishes to transfer his domain name to another service provider and terminate the curative maintenance contract, he shall notify ADJUST no later than 2 months prior to the expiration date of the contract by registered letter with acknowledgement of receipt. Otherwise, the Client shall bear the costs for which ADJUST would be liable to its subcontractors.

Article 13 – Interpretation and good faith performance.

The parties undertake to comply in good faith with these general terms and conditions, having a common interest in respecting both formally and substantively the agreement reached.

The annulment of any clause of these conditions shall not invalidate other clauses. The parties undertake, in this case, to agree on a new provision with identical or equivalent financial effects.

Article 14 – Final provisions.

Unless otherwise expressly agreed in writing between the parties, disputes concerning the validity, interpretation or execution of this agreement, which cannot be resolved amicably, shall be settled as follows:

For disputes where more than €10,000 is at stake, the parties will attempt to resolve the dispute through mediation, the latter being introduced by inviting the other party to conciliation before the "Tribunal de l'Entreprise du Brabant Wallon" (Commercial Court of Walloon Brabant).

In the absence of agreement as to the identity of the mediator, the latter shall be appointed by the court seised.

In the event of failure of the mediation, or for disputes where less than 10.000 € is at stake, the interpretation or execution of the present agreement will be submitted to the "Tribunal de l'Entreprise du Brabant Wallon" (Commercial Court of Walloon Brabant).

Disputes arising out of or in connection with the contract shall be subject to Belgian law.