

General Terms and Conditions

ARTICLE 1. | SCOPE AND SUBJECT

1.1. Scope

These general terms and conditions ("General Terms and Conditions") govern all commercial relationships and are applicable to all agreements between iController and its customers. These General Terms and Conditions constitute an entire agreement with all other parts of agreements between iController and its customers and are to be read in conjunction thereof. By signing these General Terms and Conditions, customers expressly declare having received and read them and have accepted their content. These General Terms and Conditions take precedence over any other general terms and conditions. Any failure or delay by iController in exercising any right, in whole or in part, under these General Terms and Conditions, shall not operate or be interpreted as a waiver (whether express or implied, in whole or in part) of any of its rights under these General Terms and Conditions, nor shall it preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If one or more provisions of these General Terms and Conditions is/are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of any such provision(s) and of these General Terms and Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never been contained therein.

1.2. Subject

iController grants its customers a non-exclusive and non-transferable right of use of the iController application made available under the signed agreement between iController and its customers. The services offered by iController relate to the use of automated services that customers, who have obtained access to the internet or any other channel approved by iController, are able to monitor, update and process their credit-control operations. The applications and/or functions offered in conjunction with the iController application will be laid down in the signed agreement that the customer has entered into with iController.

ARTICLE 2. | AVAILABILITY, IDENTIFICATION AND SECURITY

2.1. Availability

In principle, services offered by iController are available 24 hours a day, 7 days a week. iController will use its best efforts to achieve such availability.

2.2. Access and use

Customers are granted access to the iController application by using their means of identification in the prescribed manner thereto. iController reserves all rights to amend the access procedure, the means of identification, the method of access to the means of identification and/or security measures whenever, for example, advances in technology render such amendment necessary. iController will notify customers of such changes, save in cases of urgency.

ARTICLE 3. | DURATION, AVAILABILITY, OPERATION AND TERMINATION

3.1. Duration

The customer subscribes to each iController product for an indefinite term, except as specifically otherwise provided in the applicable agreement signed by iController and the customer. Either party may terminate the agreement at any time, in part or in full, by means of written notice of such termination, sent by registered letter. This notice of termination will take effect as of the third day following posting of such notice, and is subject to a one-month notice period.

3.2. Material breach

Notwithstanding the provision of article 3.1 of these general Terms and Conditions, iController may terminate the agreement with immediate effect and without prior notice in the event of material breach of one or more of the contractual provisions by the customer. Notwithstanding any other provisions, iController reserves the right to suspend or terminate iController service-provision to the customer, in part or in full, temporarily or permanently, immediately and without prior notice, for duly justified reasons including, but not limited to, the following:

- iController deems this useful or essential for the security and functioning of the system, or to safeguard its own interests or those of the customer;
- in cases of suspected misuse, wrongful or unlawful use of the iController application by a third party, irrespective whether or not such suspicion is reported by the customer;
- on the basis of substantiated grounds, fraud or misuse on the part of the customer is suspected;
- if the customer has not used the service at least once within a period of one year;
- If the customer goes bankrupt or becomes insolvent in one way or another.

3.3. Suspension of the service itself

iController reserves the right to suspend service-provision for maintenance, or to make enhancements or adjustments to its system. iController will to the extent reasonably possible notify the customer of such suspension in advance. In the event of a technical incident or force majeure, disruptions to the service may occur without prior notification; such incidents or events may include, but are not limited to failure to perform if such failure is due to causes beyond its reasonable control, such as but not limited to: fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargos, blockades, legal restrictions, riots, insurrections, governmental regulations, or the unavailability of means of transport, or in cases of urgency. In the event that the customer is partially or wholly denied access to the iController application, iController will if requested and to the extent reasonable notify the customer of the reasons for such denial.

3.4. Helpdesk

For the purpose of assisting the customer with any technical difficulties, iController provides a helpdesk. Opening hours and contact details of these facilities will be stated on the www.icontroller.eu website. Support will be provided in English, Dutch and French. Based on its obligation to perform to the best of its ability, iController shall provide all reasonable assistance by telephone and/or by e-mail in order to identify, improve or prevent any technical deficiencies in the operation of the iController application or to provide the customer with additional information about the capabilities of the iController application, without direct intervention. Given the technical restrictions associated to such a helpdesk, iController cannot be held liable for any inability to resolve or limit any technical problems that may be submitted via the helpdesk.

ARTICLE 4. | RIGHTS AND OBLIGATIONS OF THE PARTIES, LIABILITY

4.1. Use of Equipment/Connection by a third party chosen by the customer

The customer bears sole responsibility for the IT and computer equipment, hardware, software, browser, computer systems and their extensions, irrespective of the type, as well as the software used to gain access to the iController application. The adjustment, installation, maintenance, operation and updating of software and hardware referred to in this article, as well as the computer systems and their extensions, remain the exclusive responsibility of the customer. The customer must therefore undertake all necessary measures to prevent the computer from being infected by viruses and, when applicable, detecting and removing such viruses. Without detracting from the other provisions of this agreement, the consequences arising from the use and/or poor functioning of the above equipment, software and hardware shall be borne by the customer. The customer may choose, at its sole discretion, which operator it engages for the provision of telecommunication and IT services. iController will and cannot in any circumstance be held liable for damage caused by the services of such operator, nor for any damage caused by problems that may arise in relation to the connection of the customer to the services of such third party.

4.2. Safety and precautions

The customer undertakes to use the iController application in accordance with the provisions of these General Terms and Conditions and the agreement that it has entered into with iController, and/or any other agreement, guideline, policy or other document it has to adhere. The customer undertakes to immediately notify iController should it encounter problems of any kind in gaining access to the iController application or in the use of the iController application. The customer will ensure necessary back-up files.

4.3. Unavailability of the iController application or services

iController will not be liable for the circumstance that the iController application or services become temporarily or permanently unavailable as a result of factors other than bad faith or professional negligence on the part of iController. The commitments that iController undertakes with regard to the customer in the context of the iController application, including access to it, its availability, proper functioning, security and correct implementation of the service, are obligations to be performed to the best of the iController's ability. In other words, for the purpose of ensuring regular service, iController will deploy all human and technical resources that can reasonably be deemed typical of an entity that provides such services professionally.

4.4. iController liability

iController cannot be held liable for any prejudice suffered by the customer or any third party that can be attributed to:
the inability to create any connection necessary in order to establish service-provision, disruption to that connection by any means or problems with the relaying and receipt of transactions, where these are attributable to third parties;
Delays, attributable to third parties, in the execution or the non-fulfilment of transactions such as failure to deliver or the late delivery of certain communications by telecommunication intermediaries which the customer engages;
Errors in data that are provided to iController by third parties who are believed to be reliable;
An interruption to service-provision, such as in the cases referred to in article 3, or an interruption attributable to third parties;
If the regularity of the iController application should be jeopardised as a result of actions, errors or technical defects, irrespective of their nature, origin or cause, over which iController has no direct control. This includes, but is not limited to:

- Overload of the relevant telecommunications network provided by the operator chosen by the customer;
- Inadequate, unreliable, defective, faulty service provision or the absence of service provision by a third-party supplier of goods and services whose intervention is required in order to ensure iController service-provision;
- All cases of force majeure as defined above;
- Decisions and obligations imposed by Belgian or other governments;
- Hypertext links over which iController has no control and which provide access to the iController application;
- Incorrect or incomplete data originating from third-party sources;
- Negligence or error on the part of the customer; damage occurring after leaving the iController application.

In the event that iController amends technical features or requirements of the iController application or service, or changes the applicable conditions and rates, this can in no circumstances give rise to iController's liability relative to the customer.

4.5. Guarantee

iController guarantees the proper functioning of the product supplied and installed in accordance with the specifications and functionality described in the agreement and the fulfilment of its duties in accordance with industry practice. The guarantee does not cover: Repairs required as a result of faulty, improper or prohibited use; Repairs required as a result of accidents, fire, natural disasters, electricity outages and, in general, any cause that is extraneous to the delivered product; The repair of data files; New versions or expansions of software and equipment; Consumables, such as ink, paper, printer ribbons, tapes, diskettes,

4.6. Compensation for prejudice

If iController's liability should be established for prejudice actually incurred by the customer, iController will compensate the customer. Compensation will be a maximum of 25% of the amount that is invoiced to the customer in one year under the proper implementation of the agreement. iController's liability for prejudice arising from defects in the delivered product is limited to EUR 1000. iController shall not be liable for consequential prejudice or loss of profit.

ARTICLE 5. | INTELLECTUAL PROPERTY/ SCOPE OF THE RIGHT OF USE

All intellectual property rights with respect to the (software) programs, the applications and the instructions for use related to the iController application or service are vested solely and exclusively with iController. The customer is prohibited from copying the software except for back-up and archiving purposes. The customer has the right to make a maximum of two backup copies. Nothing in

these General Terms and Conditions or in the agreement and no action whatever that entails the downloading or copying, by any method, of software, information and/or any other right of iController, can be construed as a complete or partial transfer of those intellectual-property rights to the customer or to a third party. The customer will refrain from any violation of the iController's intellectual-property rights. By virtue of these General Terms and Conditions and the agreement, the customer obtains only a personal and non-transferable right to use the iController application. The customer may use the programs, applications and instructions for use only for purposes permitted by this agreement/ regulation and the help function, which is available to the customer via iController. Provided that it concerns the customer's own data or information material that is its exclusive property, the customer may download or print on paper the information material provided by iController, provided it does not remove, edit or adapt the Copyright or exclusion of liability notifications or any other notification in the information provided. The iController application programs, features and instructions for use, their copies or any other reproductions of these, may not in any circumstances be partially or completely reproduced, translated, edited, decompiled, disassembled, reverse-engineered or copied, save for the purposes of creating back-ups. Nor may they be otherwise modified, distributed, published, hired out, lent or made available to third parties in any other way, directly or indirectly, free-of-charge or against payment. Upon termination of the use of the software program, the customer must destroy all copies of the program/ software and the accompanying documentation and manuals.

ARTICLE 6. | DATA EXCHANGE VIA ICONROLLER

iController offers the customer the facility to exchange messages and data with iController via the iController application. iController will make every effort to reply to messages from the customer via the messaging system within a reasonable time period, but iController does not in any circumstance guarantee a reply within a specified period, or within a period deemed reasonable by the customer.

ARTICLE 7. | COSTS, FEES AND PRICES

7.1. Costs relating to the telecommunication connection required to use the iController application are borne by the customer.

7.2. Right-of-use fee

The customer is charged a license fee as described in the agreement. The license fee will vary, depending on the iController (use) package chosen by the customer. This right-of-use fee includes the right of use, documentation, manuals and insurance. All prices are shown in EUR and exclude VAT.

7.3. Pricing changes

The above prices may be adjusted by iController annually on the anniversary of the entry into force of the agreement, according to any increase or decrease in the Agoria index of the wages in the ICT-sector. If that adjustment is not enacted on the anniversary, iController reserves the right to do this at a later date. That right may accumulate without restrictions over multiple years.

7.4. Payment schedule

The above right-of-use fee is invoiced to the customer on an annual basis during the month of the anniversary of the entry into force of the agreement. All invoices are payable within 14 days. If payment is not made within 30 days, late-payment interest of 1% per month will be charged as of right and without formal notice, on all amounts past due and not yet paid, plus a fixed reimbursement of expenses equal to EUR 100.

ARTICLE 8. | DOCUMENTATION AND MANUAL

iController delivers following documentation: frequently asked questions and the iController guide. This documentation will be written in English and be sufficiently detailed and clearly structured with a view to enabling efficient use of the delivered product. Documentation is available at <https://support.icontroller.eu>.

ARTICLE 9. | CONFIDENTIALITY

Customer undertakes to observe the complete confidentiality of all information it obtains through the creation and implementation of the agreement and these general Terms and Conditions about or concerning iController and its products.

ARTICLE 10. | STAFF POACHING

The customer shall refrain from hiring or otherwise utilizing the services of the personnel of iController, except as specified in the agreement, for a period of 1 year after the termination of the agreement.

ARTICLE 11. | TRANSFER OF RIGHTS AND OBLIGATIONS

The customer may not transfer rights or obligations accruing to it as a result of the agreement or these General Terms and Conditions to a third party without the iController's consent, given in advance and in writing.

ARTICLE 12. | NATURE OF THE TITLES

The sole purpose of the titles of the articles and sections in these General Terms and Conditions is to facilitate the reading of its content. They can in no way be used in interpreting the contents of the sections and articles.

ARTICLE 13. | CHANGES TO THE ICONTROLLER USER LICENCE

iController may at any time amend the provisions of these General Terms and Conditions or the rates and the services, and will notify the customer of such changes in writing or using another suitable medium that is available to the customer, two months before the change enters into effect. After that two-month period has elapsed, the customer is legally bound to abide by the change unless the customer decides, before the two-month period elapses, to cancel the agreement in accordance with article 3 of these General Terms and Conditions. In this case, the cancellation is free of charge. Changes will be notified to the customer only if those changes concern the product/ package used by the customer. Should the customer select another iController package at a later time, an updated regulation will be made available to it.

ARTICLE 14. | JURISDICTION AND GOVERNING LAW

Any disputes which arise between the customer and iController as a result of the creation, fulfillment and/or interpretation of the agreement and/or these General Terms and Conditions shall be submitted to the courts of the judicial district of Ghent. This agreement is governed by Belgian law.