

TERMS & CONDITIONS

REF: WEB-VAVVW

VERSO BVBA

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1. Definitions

- 1.1. Client: person or legal entity with whom the agreement to deliver services and/or products of Verso is closed.
- 1.2. Products and services: any and all services delivered by Verso by which information provided by Client can be electronically consulted and electronic messages can be exchanged; included are, amongst others, production, placement and rent of websites, placement, configuration and rent of virtual servers, promotion of websites, rent and registration of domains name(s), as well as all other additional and supporting services and products.
- 1.3. Agreement: Each and every reciprocal acceptance, confirmed in written form, email or any other communicational means, of delivery of one or more Products and services of Verso.
- 1.4. Software: the programs and/or program modules and/or applications developed by Verso in function of the proper functioning of aforementioned Products and services. Present terms and conditions also form a license agreement for the use of said Software, applicable to and implicitly recognized by all users of this Software.
- 1.5. Force majeure: Force majeure in regards to this agreement is understood as defined in law and jurisprudence. Verso is not bound by any obligation(s) coming forth from this Agreement when execution hereof is rendered impossible by Force majeure. The Agreement shall be resolved in this case.

2. Applicability

- 2.1. In so far as there has been no written deviation in common agreement between parties, following articles are applicable for each offer, job or Agreement.
- 2.2. Terms and conditions of Client or any other third party are not binding to Verso and are not applicable to any part of this Agreement, except when agreed differently in written form by all parties.
- 2.3. In case of a dispute Belgian law shall be applicable and only Courts and Peace Courts governing the jurisdiction of the legal seat of Verso BVBA will be deemed authorized.

3. Start of Agreement

- 3.1. An Agreement is established on the day the offer, quotation, proposal, estimate, (purchase) order, contract or similar document has been received and accepted by Client. This document and the subsequent acceptance may be communicated via any means, including but not limited to mail, email, phone or in person. Evidence of execution of Agreement, as well as any communication in any form between Client and Verso concerning execution of Agreement or any elements thereof will be considered proof of acceptance of Agreement as defined in the latest version communicated and of all Terms and conditions.
- 3.2. Additions and changes to an Agreement can only be effected in written form.

4. Period and termination

- 4.1. All offers and quotations created or communicated by Verso are not binding and have a validity for a period of twenty (20) days, except when stated different in written form by Verso.
- 4.2. The Agreement can only be terminated at the end of the calendar month and after the passing of the minimum period, respecting a notice of termination of three months.
- 4.3. Verso can terminate the Agreement with immediate effect if and when the Client acts contrary to the Agreement, or fails to (properly) meet their obligations towards Verso.
- 4.4. Verso reserves the right to terminate the Agreement with immediate effect without notice of default or legal action when Client has been declared insolvent, has requested or obtained a deferral or has lost the discretionary management of resources. Client has no right to any recompense of compensation in aforementioned cases.
- 4.5. Unabated the statements in art. 10 Verso reserves the right to terminate the Agreement with immediate effect without notice of default or legal action when and if: Client makes improper use of internet or information technology

Client spreads or makes accessible any information in conflict with national and/or international treaty, law, legislation or jurisprudence.

Client spreads or makes accessible any information in conflict with accepted norms and values.

Client spreads or makes accessible any information that can be seen as discriminating against or inciting discrimination against appearance, race, religion, culture, origin or can be seen as intentionally hurtful.

5. Execution and delivery period

- 5.1. The Client will make sure any data and information needed by Verso is delivered or made accessible in due time.
- 5.2. The Client grants Verso a worldwide license to all data made available for publication via the internet or other channels. Verso thereby receives the right to convert this data to the optimum format. The responsibility for the exactness and supervision of these data and information stays with the Client at all times.
- 5.3. Verso determines the manner of execution of any Agreement at all times, except when agreed differently by all parties.
- 5.4. Verso commits to fulfilling a job to its best knowledge and know-how, granting Verso the right of usage of products and services provided by third parties for the successful execution of said job, be it with or without the explicit consent of Client. The means by which any costs originating from the use of third party products or services are charged to Client have to be determined prior to the job.
- 5.5. The client has, at simple request, the right to a full back-up of any and all data featured on their digital data project.
- 5.6. Documents, programs and files made public on a server can contain technical or other errors. Verso reserves the right to make corrections or alterations to these documents, programs and files at all times.
- 5.7. The delivery period(s) is (are) are approximations. Barring any differing stipulations, the observance of these terms can not be cause to cancellation or remuneration for costs, damages or interests.
- 5.8. Installation and configuration of a server environment will be executed at the earliest opportunity following a written Agreement, or at an appointed time.
- 5.9. Software developed by Verso needs to be hosted and/or stored in an environment which is 100% adapted to said Software, specifications for which can be changed or altered over the course of development or operation. When Software is hosted on an external server, any operations needed by Verso to ensure correct installation and operation will be charged on an hourly basis and additional licensing and maintenance costs may apply. Verso can not be held responsible or liable for the correct working order of external hosting infrastructure, including but not limited to operating systems, software, applications, hardware, internet service providers, domain name servers or any other infrastructure not directly managed by Verso.
- 5.10. Application for and registration of a domain name may take several weeks.
- 5.11. Due to the nature of the services and products offered by Verso, adaptations changes or updates can be made to any product, service or part thereof without prior notification, in order to ensure optimum working order and compatibility. Subsequent to release of a new version of Software (indicated by version number) support will be given during twenty-four (24) months, after which all support will be terminated. Non-acceptance of adaption, change or update of Software by Client can be grounds for immediate termination of Agreement.
- 5.12. In case an exceedance of the agreed delivery period is expected, this will be swiftly communicated. In case of Force majeure the delivery period will be prolonged by the same time period as the Force majeure. Excessive exceedance of delivery period can be grounds for dissolution of Agreement.
- 5.13. Services, products or solutions offered by Verso on a recurring basis, including but not limited to 'application maintenance', 'Verso Content Management System'-licences, 'Verso Presenter'-licenses, 'Audience'-licenses or parts or modules of these products or solutions are always applicable for 36 months, unless explicitly agreed by all parties in written form. Except in case of written notice of termination the term will be prolonged with a period of twelve (12) months automatically at the end of said term. The period of notice is two (2) months, starting

two (2) months before the yearly recurrence of the first day of the subscription, be it at the end of the original period or an extended period. Abstention of usage of Software does not grant right to discount or quittance of recurring costs.

6. Prices and terms of payment

- 6.1. All prices and fees are exclusive VAT and any other charges resulting from legal requirements. Client owes all fees arising from Agreement.
- 6.2. Verso reserves the right to change prices, fares and rates. These changes are made known to Client no less than two (2) months before taking effect. Client has the right to terminate Agreement by the date of the changes taking effect.
- 6.3. Any advance payments are non-refundable, even in case of Force majeure.
- 6.4. Due costs are invoiced in advance, depending on the agreed period of Agreement, and are due at the latest thirty (30) days after invoice date.
- 6.5. Payment of outstanding charges can only be done through a bank transfer to the financial account of Verso.
- 6.6. When payment has not (fully) been fulfilled by due date, Client will be reminded of their obligations and a new payment term will be proposed. When payment has not been made by this new date, Client shall be legally in default without further notice.
- 6.7. Vendor invoices are payable in cash, or by their due date according to the terms specified in the contract. All risks and costs resulting from payment are payable by Client. In case due amount is not (fully) paid the amount invoiced will be increased without further notice, as compensation for losses, by fifteen percent (15%) of the amount due with a minimum of one hundred and twenty-five Euro (€125) per invoice. Client has no right of lien and no setting-off of debts will be permitted. Each payment shall be deemed as fulfilment for the oldest outstanding claim.
- 6.8. The amount due of each unpaid invoice shall be increased with an interest on arrears of at least twelve percent (12%), starting from the invoice expiry date, as well as a rightful compensation for attorneys' fees and / or procedure charged under Article 6 of the legislative text of August 2, 2002 on combating late payment in commercial agreements, subject to increase or reduction of the claim in the course of the proceedings.
- 6.9. If Clients disputes an invoice, objections should be conveyed to Verso within eight (8) days of receiving the invoice. Upon receiving this objection, Verso shall look into the correctness of the invoice amount.

7. Retention of title and intellectual property rights

- 7.1. Verso reserves all rights in regards to Software that has been developed or is currently in development in function of the execution of Agreement until Client has fully fulfilled Agreement.
- 7.2. Client is not deemed qualified nor has any right to copy, sell, transfer to third parties, excepting those employees who need it in function of their job, any documents, advice, (computer) files, programs, software (including source code) and other assets created or shared in function of Agreement without express prior written permission of Verso.
- 7.3. It is expressly forbidden to change or adapt Software in any way or fashion, including but not limited to translation, decompiling, disassembling, reverse engineering or creating derivatives.
- 7.4. Client should respect any and all intellectual property rights of protected software and/or other works (including so-called "shareware" or "freeware") and safeguard Verso from any claim.

8. Liability

- 8.1. In case of deficiencies in the fulfilment of Agreement, Verso can only be held liable for substitute damages, this means reimbursement of the value of the omitted performance. Every liability of Verso for any other form of damages is excluded, included any and all additional compensation, compensation for indirect or consequential damages or damages due to loss of profit or revenue.

- 8.2. While Verso will endeavour to fulfil targets, minima, thresholds, goals or other specifications specified in Agreement, failure to accomplish one or more of these will not grant Client any right to compensation, financial or otherwise.
- 8.3. Client shall safeguard Verso from any claims for damages that would make third parties apply for damages in any way arising from the illegal, improper or incorrect use of the products, services or Software delivered to Client.
- 8.4. Taking into account the nature of the internet and communication and information technologies, including a large number of nodes and (human) interference, the free access to information sent through or made available through the internet needs to be considered. Verso can not be held responsible or liable in any way or form for damages, losses, costs, derogations or other detrimental effects caused by or made possible by the sending or storing of (confidential) information. Verso can not be held responsible or liable for securing of sent or stored data, nor for keeping said data safe from abuse, improper or unfair use by third parties.
- 8.5. Verso can not be held responsible or liable for the contents of documents, files, materials or data supplied by Client.
- 8.6. Verso can not be held responsible or liable for interruptions of internet access or the loss of data caused by an Access Provider.
- 8.7. Client shall be liable for all damages Verso may suffer resulting from a shortcoming attributable to Client in the fulfilment of the obligations arising from Agreement and/or these terms and conditions.

9. Transfer of rights and obligations

- 9.1. Parties are not entitled to transfer their rights arising from Agreement to third parties without prior written permission by the counterparty or counterparties.

10. Suspension

- 10.1. Verso reserves the right to suspend services or products, or limit access to or usage of services or products when Client does not fulfill an obligation stipulated in Agreement or acts against these Terms and conditions. Verso will inform Client of this decision prior to its execution, unless this can not reasonably be expected of Verso. The obligation of Client to fulfill all outstanding debts does not diminish or cease to exist during suspension of service or products.
- 10.2. Service shall be resumed only when Client has fulfilled all debts and obligations within a period set by Verso and a fixed recompense for said resumption has been fulfilled.

11. Objection

- 11.1. Client will report, in written form, any visible defects to Verso eight (8) days after completion at the latest, after which Verso can no longer be held liable.
- 11.2. Objections towards invisible defects are to be reported in written form by means of a registered letter eight (8) days at the latest after a defect has been noted or could have been noted, after which Verso can no longer be held liable.
- 11.3. If and when an objection has been deemed founded and just by Verso, products or services shall be adapted, replaced or compensated.
- 11.4. Aforementioned objection does not in any way diminish obligations of Client.

12. Alteration of Terms and conditions

- 12.1. Verso reserves all rights to change, alter, add to or subtract from these Terms and conditions.
- 12.2. When Client refuses to accept a change to these Terms and conditions, Agreement can be dissolved before the date altered Terms and conditions apply.