

INTICONET GENERAL TERMS AND CONDITIONS

Article 1. Definitions

- "Contract" shall mean the contractual relationship between the Customer and Inticonet, which shall be governed by the following documents, namely

1. the specific Service conditions,
2. the present General Terms and Conditions,
3. the acceptable normal conditions.

- "Connection" shall mean a telephone, cable, wireless or other connection that enables the use of the Service.

- "Service" shall mean all services provided by Inticonet for which the Customer shall have concluded a

contract with Inticonet.

- "Customer" shall mean the person or corporation with whom/which the Contract has been concluded.

- "Parties" shall mean Inticonet and the Customer

Article 2: Contractual relationship

1. The contractual relationship between Inticonet and the Customer in the context of the Service shall be governed solely by the following documents, which shall rank in the order of precedence set out below, namely

1. the specific Service conditions,
2. the General Terms and Conditions,
3. the acceptable normal conditions, unless otherwise expressly agreed in writing between the parties.

Every element shall form an integral part of the Contract. All clauses of the present General Terms and Conditions shall accordingly apply, unless otherwise stated in the specific Service conditions.

2. Provisions included in the Customer's documents, which do not conform to the provisions of the Contract, shall not be applicable.

The Customer hereby expressly acknowledges that his own General Terms and Conditions shall not apply to the Contract between the Parties.

Modifications of or additions to the Contract shall only apply with the express written consent of Inticonet, whilst technical information in the form of catalogues, booklets, graphs, illustrations and the like, shall be destined only to give a general impression of Inticonet products and Services and shall not place any constraint on Inticonet.

3. The non-enforcement by Inticonet of one of its rights or of a part thereof laid down in the Contract, shall not in any circumstances be deemed to imply a waiver of the right in question or a part thereof.

4. If it shall transpire that a provision of the Contract is invalid or non-enforceable, the remaining provisions shall remain in force. The invalid or non-enforceable provision shall be re-interpreted in such a way as to render it valid and enforceable and shall approach as closely as possible the economic scope and objective of the invalid or non-enforceable provision.

Article 3: Prices – conditions of payment

1. Prices quoted prior to the conclusion of the Contract shall only be valid for the period indicated or, if no period has been specified, for a maximum term of thirty (30) days from the date of the quotation.

2. Prices applicable to the Service shall be quoted in EUR. All invoices and other documents relating to the debt owed to Inticonet shall be drawn up in EURO and shall be payable by the Customer in that currency.

3. Unless otherwise stated, the prices appearing in the price list or in other contractual documents shall be understood to exclude VAT and shall always be subject to modification due to changes in the rate of VAT and/or other (sales) taxes, of charges and dues of whatever kind, which may be imposed during the performance of the Contract and which shall be passed on to the Customer, including any legal recycling fee payable to RECUPEL.

4. The obligation to pay shall take effect on the date the Contract enters into force. The Customer shall make payment in good time by bank transfer or by credit card, or shall at the request of Inticonet authorise payment by standing payment order.

In the absence of any stricter conditions under the specific conditions of service, all sums shall be payable within thirty (30) calendar days from the date of the invoice, of the statement of account, or of any other document relating to the debt owed to Inticonet, all payments being made according to the provisions of the Contract. Payment shall be deemed to have been made when the sum has been credited to Inticonet's account, the details of which shall be communicated.

The payment shall be exempt from any withholding or abatement and any bank and other charges linked to the collection of the invoiced sums by Inticonet, shall also be for the account of the Customer. In the case of Customers not being the consumers, the payment shall be free of any offset.

5. Every invoice or other debt remaining unpaid on the due date shall legally be increased without prior notice, by the following costs, namely

- on the 2nd reminder by €7,50;
- on the 3rd reminder/summons to pay by €15;
- if a file shall be passed on for collection by a minimum of €61,97 as a flat rate indemnity, conventional and irreducible, subject to the right of Inticonet to demand additional indemnity for any real prejudice caused, including all and any costs and expenses incurred on recovering the sums in question.

6. Invoices or copies of statements of account shall validly be sent by Inticonet to the address given by the Customer at the beginning of the relationship. In the absence of a complaint sent by registered letter to the domicile of Inticonet within 10 working days of the dispatch of the invoice, a copy of the statement of account or of any other document relating to the sums payable, the Customer shall be deemed to have accepted the indebtedness irrevocably

and unconditionally and that the amount stated is correct. The Customer hereby undertakes to inform Inticonet without delay of any change of address and of any change of bank.

7. The Customer hereby acknowledges that he shall not be entitled to retain equipment - belonging to Inticonet or its suppliers

or
- to offset sums still due for payment as a result of other agreements between Inticonet or its suppliers and the Customer. In the event of the said equipment being seized by a third party, the Customer shall inform Inticonet without delay at his expense and shall do everything possible to prevent the said seizure. The Customer shall inform the process server, also at his expense that the equipment belongs to Inticonet, or to its supplier.

8. In the event of a dispute concerning the quantities taken into account in arriving at the price, Inticonet's data, dimensions and means of calculation shall provide decisive proof pending the Customer's proof to the contrary.

Article 4: Guarantees

Inticonet hereby reserves the right to demand guarantees from the Customer not exceeding 20% of the value of the Contract, following payment delay or payment incident, or if the value of the Contract shall justify it, or if information provided by the Customer shall be incomplete, or if control carried out on the said information shall justify it.

"Value of the Contract" shall mean the total sum due by the Customer to Inticonet under the terms of the Contract, or which shall be payable during a period of 12 consecutive months in the case of normal performance of the Contract.

Article 5: Liability

1. Inticonet, plus its employees, agents, sub-contractors and suppliers, shall comply with the obligations devolving on it under the terms of the Contract to the best of its ability and as can reasonably be expected

from a provider of telecommunication Services. Except in the event of a serious error, Inticonet shall not be liable for any direct or indirect prejudice sustained by the Customer such as loss of customers or of turnover, the consequences of abortive searches, or of the loss of data due to the fact of the Service not functioning, or of not functioning correctly.

2. Generally speaking, Inticonet shall not be liable for the installation, use, functioning and maintenance of telecommunication equipment needed for the Service, such as telephone connections, information-processing equipment and the associated software.

3. In no wise shall Inticonet, its employees, agents, sub-contractors and suppliers be held liable, in particular, for

- the selection, the use and the results obtained by the Customer in the context of the Service and the fact that the Service does not meet the objectives set by the Customer;
- the poor functioning or the absence of functioning of the Service, technical problems or breakdowns and breakdowns of the network, as well as any prejudice which may be the direct or indirect consequence thereof;
- the lapse of time between the moment when the Service shall be requested and the moment when it shall be provided, or the moment of its effective Connection, its late Connection, or the refusal of a request for Service;
- the costs, indemnities or damage occasioned by the fact that the Customer shall not have complied with his obligations under the Contract;
- the content of information transmitted by the Customer via the Service to third parties and vice versa, as well as the nature or the properties of data transmitted via the Connection or the network;
- a breach by the Customer of legal provisions, in particular as regards the protection of privacy or the communication and the dissemination of data as a result of the use of the Service by the Customer, of any network and of any equipment relating to the Service;

- any possible prejudice relating to information, computer files or data, which may result from the use of the Service by the Customer, the Network and the equipment associated with the Service;
- any abuse or fraudulent use of the Service by the Customer;
- any indirect or consequential prejudice, any direct or indirect loss of turnover, of profits or commission, even if Inticonet shall have been advised of the possibility of such prejudice.

The Customer shall safeguard Inticonet from the consequences of any costs, indemnities, damages, requests, costs or procedures resulting from legal actions instituted by third parties concerning the activities of the Customer.

4. The Customer hereby accepts that Inticonet shall not be liable for any direct or indirect prejudice due to data transmitted via the Connection, since Inticonet is unable to exercise any control on the nature, the content or the protection of the said data.

5. The Customer shall be liable for any prejudice caused directly or indirectly by the use made by third parties of the Service via its Connection.

6. In all cases where Inticonet shall be liable to the Customer on the basis of the Contract, the total liability of Inticonet shall be limited to the lowest of the sums set out below, namely

- 2500 EUR

or

- fifty percent (50 %) of the total of payments made under the terms of the Contract by the Customer to Inticonet during the period of twelve (12) months preceding the loss or damage which triggered the liability of Inticonet.

7. Complaints or disputes relating to equipment supplied, or to Services provided by Inticonet, shall be sent by registered letter within 10 working days following the delivery of equipment, or within 10 working days of provision of Services, sent to the

domicile of Inticonet. In the absence of any protest, the Customer shall be deemed to have irrevocably and unconditionally accepted the equipment supplied, or the Services provided. Any prejudice sustained by the Customer and not reported to Inticonet within this space of time shall not be able to be compensated, unless the Customer shall prove that he was unable to report the prejudice earlier.

Article 6: Event of *force majeure*

1. Neither party can be held liable for any prejudice sustained by the other party, if the said other party did not comply with its undertakings under the Contract, with the exception of undertakings to pay a sum of money, following an event of *force majeure*.

2. Similar to events of *force majeure*, shall be deemed to be unforeseen circumstances, which shall prevent the implementation of the Contract, or which shall render the implementation difficult and/or disproportionately costly, to a point where one could not reasonably demand that the other party should rigorously observe the terms of the Contract. Events of *force majeure* shall include, but shall not be limited to, strikes, lockouts, epidemics, breach of contract or shortages at Inticonet suppliers, natural disasters or government restrictions.

Article 7: Transfer - sub-contracting

1. The Customer shall not be able to transfer, either wholly or partially, his rights and obligations under the present Contract to third parties without the express prior written consent of Inticonet.

2. Inticonet hereby reserves the right to transfer its rights and obligations under the Contract to third parties, having previously informed the Customer.

3. Inticonet hereby reserves the right of engaging the services of one or more sub-contractors for the total or partial performance of the Contract, without

however waiving its contractual obligations to the Customer.

Article 8: Serious disregard of obligations

If the Customer shall, *inter alia*, neglect to make any due payment, or to observe any other contractual obligation

- if the guarantees according to article 4 above shall not have been deposited by the date laid down by

Inticonet,

- if the Customer shall have become bankrupt, shall have suspended payments, or if his credit standing shall

have become impaired,

if the Customer's company shall have been put into liquidation, or shall have been dissolved,

- if the Customer shall have become insolvent,

- if the Customer shall have asked one or more of his creditors for extra time to pay,

- if all or a part of the Customer's assets shall have been seized at the request of a creditor, or if other steps

of attachment of the Customer's assets have been adopted,

- if there shall exist proof or strong evidence of fraud having been committed by the Customer,

- if the Customer's costs of consumption shall have risen to an unusual extent,

- if the government or a Court shall have issued orders or injunctions,

- if the Customer shall refuse to furnish information requested or if he shall have furnished inaccurate and/or

false information, Inticonet shall be

entitled to terminate the Contract without further notice or formality and

without prejudice to its right to claim

damages.

Article 9: Suspension

In application of the exception of *non adimpletu contractus* (non-fulfilment of contract), Inticonet shall be entitled to suspend the Service and/or to limit its use if the Customer shall have ceased to observe any of his obligations to Inticonet, or shall act in disregard of the terms of the present Contract. Inticonet shall previously inform

the Customer thereof, unless Inticonet shall not be able to be reasonably expected to do so. The Service can then be restored if the Customer resumes the observance of his obligations within a time limit set by Inticonet and shall have paid the sum due in respect of the restoration of the Service.

Article 10: Modifications

The on-line conditions shall take precedence over their printed version. Inticonet shall be entitled to modify the specifications, the conditions and/or the tariffs of the Contract and/or of the Service, without any step other than that of effecting the modification of the on-line conditions. The modifications shall likewise apply retroactively to Contracts, which have already been concluded. The modifications shall be notified in writing (by post or by e-mail) no later than fifteen (15) days prior to their entry into force. The Customer, who shall not accept the new conditions and/or the new tariffs, shall have to terminate the Contract by registered letter no later than eight (8) days preceding the entry into force of the said modifications. His Contract shall then become extinct from the date of entry into force of the said modifications, subject to the payment of any sums owed and of the contractual charges *pro rata temporis*.

Article 11: Protection of privacy

Communications or correspondence relating to the Service or to the Contract concluded by the Customer shall take place solely between Inticonet and the Customer. The Customer hereby authorises Inticonet to process the data of his Contract, as well as his personal data and the data disclosed by the use of the Service in a computerised file, for the purposes of internal organisation and administration, of customer management, of mailings, of user profiles, of promotion and of market studies. The said file shall be the property of Inticonet domiciled at Avenue Louise 149 b24, 1050 Ixelles, and shall be declared to the Commission for the Protection of Privacy. In accordance with the law relating to the protection of privacy and of personal data, the Customer shall have a right of

access to his personal data and subject to identifying himself he shall be able to obtain, free of charge, a written communication of personal data concerning him and if necessary, to secure the correction of inaccurate, incomplete or irrelevant data by submitting a written dated and signed request to that effect. The Customer shall moreover be entitled to object without payment to the processing of his personal data for purposes of direct marketing and to request the deletion of his personal data from the file.

Article 12: Confidentiality – intellectual property rights

1. Inticonet hereby grants to the Customer a personal, non-transferable and non-exclusive licence enabling him to use during the currency of the agreement, all software provided if necessary by Inticonet and associated documentation, in the context of the Service. Inticonet and any of its licensors shall retain at all times all property rights to the software, the documentation and the supports on which the software shall be provided, including all related intellectual and industrial property rights.

2. The Customer shall be prohibited from reproducing the Software and the associated user documentation for purposes other than normal backup. When making backup copies, the Customer shall refrain from modifying any indication of ownership or provenance therein.

3. The Customer shall be prohibited from making or arranging the making of any modifications or additions to the software. The Customer shall moreover refrain from disclosing all or a part of the software in any form to third parties.

4. The Customer shall use the information able to be consulted via the Inticonet Service, solely for his personal purposes and shall refrain from reproducing, processing or publishing the said information in any form or manner, without the prior authorisation of Inticonet.

5. In using the software, the Customer hereby accepts the specific conditions of related licences.

6. In the event of rescission of the Contract for whatever reason, the Customer shall return to Inticonet at the first request of the latter, the software, the documentation and the supports on which the software had been provided. He shall not make any copies thereof.

Article 13: Inadmissibility – applicable law – competent courts

1. Any legal action relating to the performance or the interpretation of the present Contract, shall be instituted by the Customer on pain of inadmissibility, within two (2) years from the emergence of the cause of the action.

2. The present Contract shall be governed by Belgian law. Any dispute concerning the interpretation or the performance of the Contract, shall be presented to the Courts of the place of registration of Inticonet, to the exclusion of any other Courts.