



General Terms and Conditions

Article 1. Applicability of Terms

InviteDesk NV (hereinafter referred to as 'InviteDesk') is a provider of, among others, an Event Marketing tool that helps to manage invitations to company or marketing events.

The Client (hereinafter referred to as the 'Client') is the other Party to the transaction and has concluded an agreement with Invitedesk to this effect.

These General Terms and Conditions apply to any and all quotations by and/or agreements with InviteDesk, regardless of any contrary provisions that may be contained in the documents of the Client, unless explicitly stated otherwise in a written agreement between the Client and InviteDesk. By signing the agreement or the quotation, the Client acknowledges having read and agreed to the General Terms and Conditions.

Insofar the provisions of the General Terms and Conditions are inconsistent with the provisions of an agreement or quotation, the provisions of the agreement and/or quotation shall take precedence.

Article 2. Offers, quotations and order acknowledgements

All offers and quotations by InviteDesk are non-binding until the time of their acceptance by the Client. Offers and quotations remain valid until 30 days after the quotation date, unless specified otherwise.

The agreement becomes effective when the Client signs the unamended quotation for agreement and returns it to InviteDesk within 8 days. Quotations signed by the Client are binding and as such, they constitute a binding agreement.

Quotations are non-severable and shall not be split up, unless otherwise specified. A quotation containing multiple items shall not oblige InviteDesk to perform a part of the scope at a corresponding price pro rata to the total price quoted.

Quotations and offers are not automatically valid for future orders.

Article 3. Scope of the Agreement

InviteDesk grants the Client, for a limited period, a non-exclusive and non-transferable right of use on its web-based application 'INVIDESK Event Marketing-tool' (hereinafter referred to as the "Application"), to be used for managing invitations to company or marketing events.

To exercise this right of use, the Client receives one or several personal logins and passwords providing access to

its account(s) via the Application or the website of InviteDesk.

The maximum number of users is contractually agreed on in the quotation.

These data are strictly private and confidential, and shall not be disclosed to other Parties, except to the designated agents or representatives.

InviteDesk reserves the right to amend the sign-up requirements for the Application without prior notice.

The Client shall ensure that all data, that InviteDesk indicates as being necessary for the performance of the agreement, are provided to InviteDesk in a timely manner. If these data are not provided in a timely manner, InviteDesk reserves the right to suspend the performance of the agreement and/or to invoice to the Client any additional costs incurred as a result of the delay. InviteDesk relies on these data, and shall not be held liable for any damages caused by the provision of incorrect or incomplete data by the Client.

Article 4. Duration and Termination

InviteDesk grants the Client an exclusive and non-transferable right of use for the term as specified in the quotation and/or agreement. At the expiry date, the agreement shall be automatically renewed by the same period as originally agreed upon, except otherwise stated in the quotation. The agreement may be terminated by written instrument, with a period of notice of two (2) months prior to the expiry date.

InviteDesk may unilaterally suspend or terminate the agreement with immediate effect if the Client fails to perform an essential obligation of the agreement after InviteDesk has provided a written notice of default and an opportunity to cure such default within 15 days after notice.

If InviteDesk suspends the performance of its obligations, it shall retain its claims pursuant to the law and the Agreement, including the entitlement to payment for the services that have been suspended.

Finally, either Party has a right to terminate the agreement immediately and without prior notice by registered letter in the event of bankruptcy, liquidation, suspension of payment or a lack of creditworthiness of the other Party, without prejudice to the other rights and remedies available to the Parties.

Article 5. Prices and invoicing

The price depends on the chosen release of the Application, the number of users and the selected modules, as agreed on in the quotation.

The Client shall pay a user right fee at the beginning of the applicable period. The user right fee comprises the user right to the Application as well as training.



The aforementioned fees shall be invoiced by InviteDesk to the Client as follows:

- The fee for user right (and training) including support by the helpdesk is invoiced at the start of the applicable period.
- One-off amounts shall be invoiced at the time of creation of the Client account.

Fees are adjusted annually to the fluctuations of the Belgian consumer price index, with the index of the penultimate month prior to the extension of the contract prior to indexation as the starting index and the index of the last month prior to the extension of the contract prior to indexation. Obvious calculation errors in the prices quoted can be corrected by InviteDesk at any time.

InviteDesk reserves the right to adapt the tariffs, other than the indexations, of the Application. InviteDesk shall communicate the adapted price(s) not later than 8 weeks before the new price(s) take(s) effect. At that time, the Client has the right to terminate the agreement by registered letter, not later than 30 days before the new prices take effect.

If the Client requires an extension of the Application due to the creation of additional modules or users, the additional fee for the remainder of the ongoing period shall be invoiced pro rata at the start of the applicable period

Alle invoices are payable within 30 days after invoice date. All invoices that are not paid within 30 days shall be increased with a late penalty equal to 12% of the past due amount. In addition, the Client shall have to pay a flat-rate compensation of 15%, with a minimum of 150.00 EUR. Furthermore, InviteDesk has the right to suspend performance of the agreement in case of non-payment of past due invoices.

If the Client considers that the invoiced amount is incorrect or not justified, the Client may protest the invoice, not later than 8 eights after its receipt, by sending InviteDesk substantiated written notice.

Article 6. Training and User Support

Where it has been agreed, the Client is entitled to training. In addition, a free client helpdesk is available for technical and functional questions on the operation and use of the delivery, as specified on the website of InviteDesk.

The use of the helpdesk does not imply any guarantees with regard to the result obtained.

Article 7. Obligations of the Client

The Client shall not use the Application for any unethical or illegal purposes, criminal offences or activities that are contrary to the generally applicable standards and values.

This includes, without limitation: infringements on third-party intellectual proprietary rights, theft; illegal and/or punishable dissemination of secret or confidential information; illegal and/or punishable dissemination of text files, image files or audio files containing racially objectionable matter, child pornography, criminal data traffic, offensive statements; hacking; destruction of or damage to third-Party systems, automated operations or software of third-Parties, dissemination of computer viruses, deliberate disruptions of communication or data storage; gaining access by means of false keys, false codes or false identities; causing damage or hindrance to InviteDesk or third parties.

Article 8. Liability

InviteDesk deploys all possible efforts to have the Application running properly and to perform its obligations according to the state of art. InviteDesk does however not guarantee the uninterrupted or error-free operation of the Application. The Client acknowledges that such a risk shall be entirely at its own expense. InviteDesk shall endeavour to fix such defects of the Application as quickly as possible.

InviteDesk cannot be held liable for damages to datafiles or damages arising from:

- incorrect, improper or unauthorised use by the Client;
- the loss of a username and/or password by the Client or its designated agent or representative;
- accidents, fire, natural disasters, power outages and, in general, all events that are not directly attributable to the Application;
- the spreading of virus-infected data;
- new versions or extensions of the Application.
- force majeure. If the event of force majeure is temporary, InviteDesk shall resume performance of its obligations from the moment such performance is reasonably possible.

In case of an attributable shortcoming in the performance of the agreement, InviteDesk shall only be liable for damages resulting from defects in the software up to the annual amount for the use of the application, invoiced by InviteDesk and paid by the Client, and up to a maximum amount of 20,000 EUR.

InviteDesk shall not be liable for any indirect or consequential damages, reputational damage, loss of profit or damages resulting from Internet shutdowns or disruptions, damages resulting from electronic disruptions or from third-Party claims against the Client.

Finally, InviteDesk shall not be held liable for any damages on the side of the Client that are caused by third parties which may or may not use the Application.



The Client holds InviteDesk harmless in principal, interest and costs, against any third-Party claims arising from the use of the Application by the Client and/or non-compliance by the Client with any of its obligations to InviteDesk, whether or not such obligations result from the present agreement.

Article 9. Force Majeure

InviteDesk shall not be liable for any delays or shortcomings in the performance of its obligations under the agreement, if such delays or shortcomings arise as a result of force majeure. Shall be considered as force majeure, all circumstances that are unforeseeable, independent of the will of the Parties and the consequences of which could not have been averted by diligence and care, which occur after signature of the agreement.

If, due to a non-attributable shortcoming, InviteDesk is unable to meet its obligations, both InviteDesk and the Client have the right to terminate the agreement, without an additional period of notice, by means of a registered letter.

Article 10. Rights of Intellectual Property

All intellectual property rights in the Application are owned by InviteDesk, including all information, techniques, methods and models, documentation, diagrams, etc. used by InviteDesk for the performance of the present agreement.

The Client merely acquires a personal and non-transferable user right for a specific number of users of the Application. The Client shall only use the Application internally and shall not make it available to third parties, either directly or indirectly, be it at a fee or free of charge. The Client shall not make copies of the Application, except for back-up and filing purposes.

The Client shall not translate, edit, copy, duplicate, arrange or modify the Application in any way, without the prior written consent of InviteDesk.

Upon termination of the use of the Application, the Client shall destroy all back-ups, documentation and manuals.

InviteDesk holds the Client harmless against any action brought against the Client, on the grounds of an infringement or alleged infringement on the rights of intellectual property, resulting from the use of the Application. The Client shall immediately inform InviteDesk of such actions.

If the Client must cease the use of the Application on the grounds of such a claim or a conviction arising from such

a claim, InviteDesk shall, at its own expense and in consultation with the Client:

- Modify or replace the Application to remedy the infringement; or alternatively
- Credit the Client for the amounts paid pursuant to this agreement.

Article 11. Non-disclosure

Each Party shall treat as strictly confidential all information about the other Party, its business operations, its business methods and services, received or obtained as a result of the conclusion or the performance of the agreement.

Parties shall use this confidential information solely for the performance of the agreement. The confidential information shall not be made public or made available to third parties by employees of the receiving Party, without the prior written consent of the disclosing Party.

The receiving Party shall take all the necessary measures to prevent the dissemination of this confidential information.

This obligation of confidentiality shall not apply to any information that:

- is generally known and is part of the public domain;
- is rightfully obtained from a third party;
- is independently developed by the other Party

For the term of the agreement and after its termination, InviteDesk undertakes not to disclose any personal or confidential data related to the Client, the company, the business methods, the customers or suppliers, regardless of the importance of such data, the circumstances in which the data were obtained, or whether they were obtained directly or indirectly by InviteDesk.

Parties shall maintain full secrecy with regard to all financial transactions within the scope of the collaboration.

All documents, correspondence, specifications, documentation, notes, requests and all other matter, documents and duplicates thereof entrusted by either Party within the scope of the present Agreement, shall be treated by the other Party with due diligence and care.

This obligation of confidentiality shall continue after termination of the agreement

Article 12. Processing of Personal Data

InviteDesk deems the protection of personal data very important. Parties acknowledge that personal data may be processed during the agreement, in accordance with the applicable laws on the protection of personal data.

Parties agree that the Client requires the processing of specific personal data in its possession, by means of the tool provided by InviteDesk. Within the scope of the



processing, the Client acts as 'Data Controller' and InviteDesk acts as 'Data Processor', within the meaning of the applicable Data Protection Regulations, as referred to in the Data Processing Agreement.

The obligations of the Parties in this respect have been set forth in the Data Processing Agreement, which Parties are obligated to conclude. This Data Processing Agreement is an integral part of these General Terms and Conditions.

InviteDesk also processes personal data for its own purposes, such as client management, whereby InviteDesk acts as Data Controller.

The Client has a permanent right of access to its personal data and may request rectification of any incorrect or incomplete personal data, as well as their erasure and the restriction of processing. Furthermore, the Client has the right to obtain a copy of its personal data (in a structured and commonly used electronic form) and to request that the personal data be sent to another company. In addition, the Client may object, free of charge, to the processing of its personal data for direct marketing purposes .

Article 13. Non-solicitation

InviteDesk has the right to do business with other clients, including competitors of the Client, both for the term and after termination of the agreement.

Parties shall not, without the prior written permission of the other Party, hire, seek to hire, or solicit, any employees of the other Party. This provision remains valid during the term of the agreement and for a period of 12 months after its termination.

Article 14. Transfer of rights and obligations

Neither Party is entitled to transfer all or parts of its rights under the agreement to third parties, without the prior written permission of the other Party.

InviteDesk has a right to subcontract the performance of all or part of the services under the agreement. In any case, InviteDesk remains liable for the correct performance of the agreement, in accordance with Article 8 of the General Terms and Conditions.

Article 15. Severability

The validity of the agreement is not affected by the invalidity of one of its provisions.

Where possible and subject to the Parties' mutual agreement, Parties shall replace the invalid provision with a replacement provision so as to effect the original economic intent of the Parties as closely as possible.

Article 16. Modifications

InviteDesk reserves the right to amend or add to the General Terms and Conditions. Such amendments or

additions shall also apply to any ongoing agreements, with due observance of a period of 30 days after written notification of the modification. If the Client is not agreeable to the modified General Terms and Conditions, the Client has a right to terminate the agreement from the date the modifications of the General Terms and Conditions take effect.

Article 17. Applicable Law

In case of disputes arising from the performance of this agreement, Parties shall endeavour to resolve the dispute through amicable settlement, whereby Parties shall hold a reasonable interpretation of the agreement.

If Parties do not reach an amicable settlement only the Dutch-language Courts of Dendermonde are competent. The agreement is governed by Belgian law.