

## Terms and Conditions of ITAF

### ARTICLE 1 – APPLICABILITY

1. Except where otherwise expressly stated between ITAF BVBA, with Company Headquarter at 9000 Ghent, Frans Van Ryhovelaan 325 and registered at the Crossroads Bank for Enterprises with the number 0466.006.806 (hereafter ITAF) and the Customer, these general conditions are applicable on all folders, price lists, advertisements, offers, quotations and all agreements that were made with the Customer and on all (legal) acts in implementation. These conditions are applicable with absolute exclusion of the conditions stated on the order forms, invoices or other documents issued by the Customer.
2. For specific guarantees regarding to the service, reference is made to the standard “Service Level Guarantees by ITAF”.
3. For guidelines regarding the ownership of Customer’s data in providing cloud services (services from the data center) reference is made to “Cloud computing Policy”.

### ARTICLE 2 – OFFERING AND ORDERING OF HARDWARE & SOFTWARE

1. Orders are accepted in writing, through the internet, by telephone or fax but are only binding when accepted by ITAF by means of a written (email or ticket) order confirmation. The absence of such written order confirmation means the Customer is not entitled to any compensation. The Customer has eight calendar days to inform ITAF of any discrepancies in the order confirmation. After the aforementioned period, the order confirmation is applicable to the agreement.
2. All images, drawings, information on weights, dimensions, colors, data related to the applicability of the equipment for new technologies, presented in advertisements and other communications, including special offers, are only approximately valid. Minor deviations from information provided in quotations are permissible. These minor deviations do not entitle the Customer to invoke the termination of the contract, nor entitle them to a compensation.
3. Prior to the order, the Customer will obtain the necessary information and will satisfy itself that the hardware and/or software that it intends to acquire at ITAF corresponds to its needs and to the use that it expects from it. ITAF can not be held liable for the wrong choice of hard- or software, or appreciation of the Customer.

### ARTICLE 3 – DELIVERY OF THE MATERIAL

1. Delivery times are only given as a non-binding indication without guarantee of delivery on that stated date. The delivery place is stated on the order confirmation.
2. The material is and travels at the risk of the Customer and thus delivered “Ex Works”. The material is sent by the Belgian Post, EMS/Taxipost or an other express-carrier by choice of ITAF.
3. ITAF is entitled to perform partial deliveries.
4. The Customer needs to inform ITAF about any complaints regarding the delivered material within 8 calendar days after receipt, by a written statement, sent by registered mail, fax and/or email, with a reference to the number of the delivery note or the invoice. Once this term is expired, the material will be deemed to be accepted by the Customer and no more complaints will be taken in consideration. The timely formulation of a complaint does not release the Customer of its payment obligation.
5. Complaints regarding damage of sent material must be motivated in writing within 3 working days by registered letter, fax and/or by email, addressed to the company that was responsible for the delivery and for informative purposes also to ITAF.
6. No return of material will be accepted unless prior written agreement of ITAF, and to the extent that this material is returned in good condition and in its original packaging. The Customer will pay the return costs.

### ARTICLE 4 – RETURN POLICY / RIGHT OF WITHDRAWAL

1. For Customers who do not exclusively place professional orders at ITAF, online orders are considered as a “distance agreement” within the meaning of Art. VI.45. and further Code Economic Law.
2. Upon the delivery or collection of the material the Customer receives an invoice. From that moment the Customer has, as a consumer, a reflection period of 14 calendar days to change its mind and waive the order. The agreement is therefore only final after the reflection period of 14 calendar days, counting from the day following the one of delivery or collection. If the Customer wants to waive the order within this period, the Customer must inform ITAF in writing using the model form on the ITAF website ([www.itaf.eu/returnform](http://www.itaf.eu/returnform)). The Customer must then give back the material to ITAF at own expense.
3. The material should be sent back in the original packaging. Moreover it is the Customer explicitly forbidden to break existing seals. Failure to comply with these conditions shall be presumed that the material has been used and therefore accepted.
4. The acceptance of the returned material is under all reserves and without any prejudice, with the right of ITAF to examine the state of the material, this within a period of two weeks.
5. If the material is sent back in the original packaging without any damage or without being used by the Customer, the Customer will be credited, after deduction of the initial transport costs.
6. Upon determining the usage of the concerning material by the Customer or the damage of the material, the agreement remains in full force and the Customer shall be deemed to have accepted the delivered goods and to waive the right to make use of the right of withdrawal provided by Article VI.47 Code Economic Law.

### ARTICLE 5 – WARRANTY OF THE MATERIAL

1. Usage and further sales of the material of ITAF does not happen on ITAF’s responsibility. ITAF applies the same warranty as the manufacturer, under the same conditions and during the same period.
2. ITAF can in no case be held responsible for direct or indirect damage of any kind, which would be caused by the material to the Customer or to a third party.
3. The warranty is only valid when the material is used in an appropriate and suitable work environment.
4. ITAF is in no case liable for defects or changes in the computer network(s) where the material has been set up, nor for the electricity or telephony net.
5. The warranty expires when the Customer is responsible himself for the damage caused by rough or improper handling, wrong voltage or power surges, improper installation or also if repairs already have been done without the intervention of ITAF.

6. The service of ITAF is fully available for the Customer for any repairs outside the warranty period for which a separate repair cost will be charged to the Customer.

#### ARTICLE 6 – PRICES

1. The agreed prices include VAT and exclude delivery, information or other supporting services. The Customer chooses the shipping method and the related packaging costs are borne by the Customer.
2. The invoices of ITAF are always payable at the registered office or by bank transfer on the account number that is mentioned on the invoice. Unless otherwise agreed in writing, each payment should be made within 15 calendar days after the invoice date.
3. In case of failure to pay or when exceeding the aforementioned period, invoices will be, by law and without any prior notice, be raised with an interest rate of 1% per month, starting from the due date and increased with a fixed compensation of 10% of the principal amount, with a minimum of 75,00€.
4. ITAF is entitled to ask the Customer to pay in advance or require the provision of a bank guarantee.
5. ITAF is also entitled to suspend the delivery, orders and/or the service until the payment has been concluded in full.

#### ARTICLE 7 – RETENTION OF OWNERSHIP

1. Until the full payment of the due invoices is fulfilled by the Customer, ITAF retains the ownership of all delivered material, as a bond for the payment of all amounts ITAF according to the agreement. The Customer will, as long as there is no full payment of the delivered material, not dispose the material, pawn, pledge or secure by mortgage, nor rent or lend.
2. When there is a Lack of Payment in accordance to Article 6 of these conditions, the Customer undertakes to return the material at the first request of ITAF. The Customer is liable for the associated costs for ITAF, without prejudice the right to ITAF to recover any damage to the material on the Customer.

#### ARTICLE 8 – INTELLECTUAL / INDUSTRIAL OWNERSHIP RIGHTS

1. All rights of intellectual or industrial property on used and offered material and/or services developed by ITAF, including but not limited to software, program code, scripts, texts, drawings, graphic designs, diagrams, charts, models, etc. are and remain the exclusive ownership of ITAF or its licensor and may not be completely nor partially copied, published or given to third parties for other than purely internal use, without prior written agreement of ITAF. The Customer only acquires a limited right of use as long as the agreement with ITAF is running to use the mentioned materials and services for internal use, without communicating, copying or making it available to third parties in any way.
2. It is not allowed for the Customer to delete or change any indication regarding copyrights, trademarks, logos, trade names or other rights of intellectual or industrial property out of the material, the program code, the scripts, the texts, the designs, the software or other material delivered by ITAF.
3. Violations of the obligations by the Customer defined in the article shall by law and without any prior notice lead to a fixed compensation of 5.000,00EUR for each determined infringement, payable on the first request of ITAF, notwithstanding the right of ITAF to prove and demand a higher damage.
4. If the agreement with ITAF is terminated and the intellectual and/or industrial property of ITAF (including software or scripts) is located on the systems of the Customer, ITAF shall receive immediate access to these systems to be able to remove the intellectual and/or industrial property.

#### ARTICLE 9 – HOSTING

1. The Customer who makes use of the hosting, housing or collocation services of ITAF can in no way employ these offered services or facilities, including the offered storage space, to commit legal offenses or cause damage and/or nuisance in relation to ITAF. The activities of the Customer may also not incite to this. ITAF does for example not permit illegal or pornographic material on its servers, nor illegal video sites or sites that offer content or information which are contrary to the public order or morality or which constitute an abusive practice.
2. Nor activities that commit violations on protected works and/or which are punishable by the Law on Computer Crime may be exercised on the servers of ITAF.
3. The Customer explicitly agrees to the special conditions regarding the hosting of which the Customer took notice on the website of ITAF concerning hosting.

#### ARTICLE 10 – DOMAIN NAMES

1. The Customer can apply to ITAF as registrar or intermediary for the registration of domain names. ITAF will endeavor to register the desired domain names for the Customer, as long as the Customer has fulfilled all requirements.
2. The registration of domain names with the country code top-level domain “.be” (ccTLD .be), “.brussels” or “.vlaanderen” operates according the regulations of the VZW DNS Belgium. The Customer accepts the general conditions for the domain name registration and declares to be noted by ITAF that these general conditions are available on [www.dns.be](http://www.dns.be).
3. For the registration of domain names with the ccTLD .nl, the Customer accepts under the same conditions the rules that are explained on [www.nic.nl](http://www.nic.nl).
4. The registration of domain names with TLD's .com/.org/.net/.biz/.nu/.info/.tv/ ... operates according the conditions as shown on the own website of ITAF ([www.itaf.eu](http://www.itaf.eu)). The Customer accepts these conditions.
5. ITAF has in no way any responsibility for registering domain names in bad faith, for registering illegal domain names or generally for entering domain names which would be a violation on third party rights, etc. The Customer shall always indemnify ITAF for any claims by third parties pursuant to the registration of the conscious domain name(s).

#### ARTICLE 11 – LIABILITY

1. In all cases ITAF only engages to an obligation of means, unless agreed otherwise. ITAF will never be liable to the Customer and/or third parties for loss or corruption of the data and/or software; network problems and attacks by hackers and/or computer viruses, loss of profits or revenues; financial losses; business interruption; loss of business information, indirect, consequential or incidental damages for whatever reason, regardless of whether ITAF was informed of the possibility of such loss or damage.

2. ITAF can only be held responsible for direct damage that is the result of serious mistakes or intentional mistakes of ITAF, its employees or people that were hired for a specific agreement. The total and cumulative liability of ITAF and its employees and/or appointees for all the direct and demonstrable damage will be limited at all times to the maximum of the invoice amount of the concerning delivery.
3. The Customer indemnifies ITAF in this matter against all third party claims.
4. The Customer remains responsible for the backup of his data even if ITAF provides the necessary software, hardware and/or services. ITAF can never be held liable for the eventual loss of program data or data (i) due to a lack of backup, (ii) due to limitations of the files that are backed up. (iii) due to failures in the backup files; (iv) due to a lack of testing the executed backups or (v) due to failures or delays while restoring the backed up files.

#### ARTICLE 12 - EXPORT CONTROL

1. The Customer acknowledges that the material may contain technology, data, services, components and software that is covered by US and EU export control laws and laws of the country where it is delivered or used. The Customer must comply with all aforesaid laws. Products may not be sold, leased or transferred to end users or countries subject to restrictions under aforementioned law or to a user that is involved in weapons for mass destruction or genocide. The Customer must comply with the current US and EU regulations.
2. In case of infringement or a claim against ITAF based on this paragraph, the Customer will indemnify and safeguard ITAF against all damages and costs paid or incurred by ITAF in connection with such infringement or claim.

#### ARTICLE 13 - FORCE MAJEURE

1. ITAF is not liable for the failure to comply with its obligations (including delivery or service) caused by circumstances beyond the control of ITAF that make it impossible to execute its commitments as stated in the agreement or that can only be executed with unreasonable effort or costs, and that could not be reasonably provided when concluding the agreement. Under force majeure shall inter alia be understood: strikes, issues with suppliers/transport/production, fluctuations in currency rates, governmental- or regulatory action, fire, labor shortages, destruction of machines, natural disasters, etc. This list is not exhaustive.
2. In case of force majeure the agreement will be completely or partially suspended for the duration of this force majeure, the parties are in both ways not obligated to pay any compensation for eventual suffered damage or loss. If the force majeure situation has lasted two months, ITAF has the right to terminate the agreement without any right on compensation.

#### ARTICLE 14 - PRIVACY POLICY

1. The Customer data is stored and/or transferred in strict accordance with the applicable laws on data protection. The privacy policy of ITAF implies that all data related to orders and the delivered material is not provided to other organisations for marketing purposes, unless the Customer has explicitly agreed in advance.
2. Following the Law of December 8<sup>th</sup>, 1992 regarding the protection of the personal privacy, the Customer has the right to access and correct the data in this file that is related to the Customer.

#### ARTICLE 15 - OTHER CLAUSES

1. If one or more clauses or a part of a clause would be invalid or if an express derogation would be allowed, this does not affect the validity and the applicability of the other clauses.

#### ARTICLE 16 - APPLICABLE LAW

1. All contracts with ITAF are controlled by the Belgian law.
2. For all disputes, only the courts of the judicial district of the registered office of ITAF are authorised.