

GENERAL CONDITIONS

Article 1: Acceptance and Application of General Conditions

1.1 Application

These conditions apply to every offer, quotation, and agreement between **BV Youreka** (commercial name: *Youreka*), hereinafter referred to as "**Youreka**", and the **Customer**, unless explicitly agreed otherwise in writing.

For the purposes of these general terms and conditions, the **Customer** refers to:

- Any natural person or legal entity that has instructed Youreka to perform the agreed services.

1.2 Acceptance

By using Youreka's applications, placing an order, or sending an email or order form online, the **Customer** acknowledges having read, understood, and accepted these conditions.

The **Customer** also agrees to the **general and special sales and delivery conditions**, the **terms of use**, the **privacy policy**, and any other documents published by Youreka. These documents may be modified at any time and become effective **30 days after their publication** on the Youreka website.

If a **Customer** finds any modification unacceptable, they have the right to **terminate the agreement** within **30 days after publication**. The agreement will then end on the **30th day after the termination request**.

1.3 Customer Conditions

Unless otherwise agreed in writing, the application of purchase or other conditions of the **Customer** is **explicitly rejected**.

Article 2: Offers and Quotations - Order Confirmation

2.1 Acceptance of Quotation

All **quotes** issued by Youreka are **non-binding** until the **Customer** formally accepts them.

An agreement comes into effect when the **Customer** sends the signed quotation back to Youreka **unchanged** via **email or mail**.

Article 6: Purchase of Hardware and Software

6.1 Purchase

The **purchase of computer hardware, software, licenses, subscriptions, fonts, graphic materials**, etc., is always done in consultation with the **Customer** and is charged accordingly.

These charges may be either **one-time** or **recurring costs**.

Article 7: Liability - General

7.1 Delivery

Youreka undertakes to perform all services **with the utmost care**.

All performances of Youreka are considered **resource commitments**, and **not results commitments**.

7.2 Errors

Youreka cannot be held responsible for any **error (even a gross mistake)** made by its **employees or appointees**, except in cases of **fraud**.

Whatever the cause, **Youreka's liability** cannot exceed the total contract value and **will not cover indirect losses** such as:

- **Loss of expected profit**
- **Decrease in turnover**
- **Increased operational costs**
- **Loss of clientele**

that the **Customer** or third parties may suffer.

Article 10: Hosting Services

10.1 Hosting Partner

The description of hosting services and liability is covered under the **Service Level Agreement (SLA)** of the hosting partner.

This **SLA** can be **modified** at any time by the hosting provider. Upon request, **Youreka** will provide a copy of the **current SLA** to the **Customer**.

10.2 Payment and Cancellation

Hosting services are included **in the maintenance contract**.

Article 11: Domain Name

11.1 General

If a **Customer** orders a domain name through **Youreka**, the rights to the domain name belong **exclusively** to the **Customer**.

As an **agent**, **Youreka** is responsible for the **management** of the domain name, as long as the **Customer** **pays the annual domain fee** to **Youreka**.

Article 12: Maintenance Contract

12.1 General

After the contractual warranty period of **5 weeks**, we continue working under a **maintenance contract/service contract**. This contract allows **Youreka** to allocate a fixed number of hours in the planning to provide **updates, changes, and support** at a predetermined cost. The services provided are limited to those included in the **quotation**.

The **price** for the maintenance contract is set at **the amount specified in the quotation** per year per **application**. This amount is subject to **annual indexation**. The contract is **valid for 2 years**, unless otherwise agreed.

Included in the maintenance contract are **hosting, general software updates, use of the analytics backend, personal dashboard and technical support**.

12.2 Payment and Cancellation

The **maintenance services** will be provided by **Youreka on a yearly basis**, subject to **payment of the agreed fee** by the **Customer**.

If the **Customer wishes to terminate this service**, they must send a **registered letter** to **Youreka** at least **3 months** before the **termination date**.

- **Late cancellation:** If the Customer cancels the contract late, they **will be charged** for the following calendar year.
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Article 13: Termination of the Agreement

13.1 Contractual Breach of Contract

If the **Customer** commits a **serious contractual breach** and does not resolve it **within 8 days** of receiving a **registered letter**, **Youreka** has the right to:

1. **Suspend the agreement** until the **Customer fulfills their obligations**
2. **Terminate the agreement with immediate effect**

The **non-payment of one or more invoices on their due date** will always be considered a **serious contractual breach**.

13.2 Payment

Upon **termination of the agreement**, the **Customer** will be required to pay:

- **All services provided by Youreka**
- **Any costs incurred by Youreka as a result of the termination**
- **A fixed compensation of 30% of the amount Youreka could still invoice** if the agreement had been fully executed

If a **Customer** has already paid in advance, this **payment remains with Youreka**.

Additionally, **Youreka reserves the right to claim higher compensation** if its **actual damage exceeds** the flat-rate **30% termination fee**.

13.3 Amicable Arrangement

Both parties agree to:

- **Give each other a reasonable period** to remedy any shortcomings
 - **First attempt to reach an amicable settlement** before taking legal action
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Article 14: Clause of Confidentiality

14.1 General

Both **Youreka** and the **Customer** commit to:

- **Not distribute or disclose confidential data, methods, or know-how**
- **Protect any type of confidential information obtained during the contract**

Disclosure **without prior written consent** from the other party is strictly **prohibited**.

This confidentiality obligation **remains in force even after the contract ends**, as long as the **information remains confidential**.

Article 15: Processing of Personal Data

15.1 Responsibility

If the **Customer** processes personal data on **Youreka's** server, then:

- **Youreka acts as a data processor**
- **The Customer is responsible for compliance with GDPR (General Data Protection Regulation 2016/67)**
- **The Customer must fully comply with applicable national data protection laws**

15.2 Purpose

In the context of services provided, **Youreka** processes:

- **Contact data of Customer's specified contact persons**
- **Data used for 'Customer Management'** (e.g., contacting the Customer regarding services)

The **contact persons** have the right to access and correct their personal data.

Article 16: Reference

16.1 General

The **Customer** agrees that work completed by **Youreka** for the **Customer** can be included in **Youreka's** reference portfolio.

Article 17: Force Majeure

17.1 General

If unexpected events beyond Youreka's control occur (such as **strikes, public unrest, administrative measures, or other force majeure situations**), then:

- **Youreka is relieved of its obligations** for the duration of the disruption
 - **No price reduction or compensation** is due to the Customer
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Article 18: Invalidity

18.1 General

If **any provision** of these general terms is **found to be null or void**, the **rest of the agreement remains valid**.

In such a case, **Youreka and the Customer** will replace the invalid provision with a new one that **best reflects the intended purpose**.

Article 19: Applicable Law - Competent Court

19.1 General

Agreements between **Youreka** and the **Customer** are **governed by Belgian law**.

If a **dispute** arises regarding **the conclusion, validity, execution, or termination of this agreement**, then the **courts of Antwerp (Belgium) have exclusive jurisdiction**.