

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 with the commercial name Youreka, hereinafter referred to as "Youreka", and the Customer, insofar as the parties have not deviated explicitly and in writing from these conditions. For the purposes of these general terms and conditions, the Customer is: the natural person or the legal entity that has instructed Youreka to perform the agreed services.

1.2. Acceptance

By using our applications, by placing an order or by sending an e-mail or order form online, the Customer acknowledges to have read, understood and accepted the general and special sales and delivery conditions, the conditions of use, the privacy policy and any other documents published by Youreka without any reservation. All these documents can be changed at any time and take effect 30 days after their publication on the Youreka website. If a change is not reasonably acceptable, the Customer is entitled to terminate the agreement within 30 days after publication. The agreement will then end on the 30th day after sending the letter.

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 moment the Customer accepts them. The agreement comes into being when the Customer has sent the quotation back to Youreka unchanged and signed for approval by mail or email within the predetermined term, which is 30 days unless stated otherwise. Every order or order confirmation by the Customer commits the Customer to the agreement. The agreement replaces all previously concluded oral and / or written agreements. If an advance has been determined, the execution of the order starts from receipt of the deposit, if not the execution of the order starts from receipt of the signed offer.

2.2. Scope

All changes in scope/functionality during and/or after the project will be carried out at charge of the hourly rate applicable at that time, unless otherwise agreed.

Article 3. Cancellation of the order

3.1. Cancellation

The cancellation of an order by the Customer is possible as long as Youreka has not yet started its work and by payment of a compensation of 25% of the agreed price, with a minimum of 500 EUR.

Article 4. Delivery

4.1. Delivery time

The deadlines proposed by Youreka are only indicative and are not binding in any way. Unless expressly stipulated otherwise in writing, a delay can not be a reason to dissolve the agreement, nor give rise to compensation or a price reduction, nor to dissolution of the agreement.

4.2. Deficiency

If the parties have explicitly agreed on a binding delivery term, this period will be extended if the Customer remains in default to transmit information, documents, originals or images (in time) and to accept the improved proofs (on time), or if the Customer places additional orders.

Article 5. Payment modalities

5.1. Advance

Upon receipt of the order form, an advance of 50% of the total invoice amount (or quotation or order form) can be requested. This advance can not be reclaimed under any circumstances. Not claiming or paying this deposit does not mean that the order becomes invalid.

5.2. Payment term

Invoices from Youreka are payable 30 days after the invoice date, unless otherwise agreed. Disputes must be made known to Youreka by registered letter within seven working days after sending the invoice. A dispute can not justify postponement or suspension of payment.

5.3. Due date

All invoices are payable on their due date by transfer to the account number of Youreka, as stated on the invoice. Each payment is charged on the oldest due invoice, and first on the interest and costs due. Allowable discounts expire if the payment term is not respected.

5.4. Negligence

If the Customer does not pay within 30 days of the invoice date, the Customer will owe Youreka a late payment interest at the interest rate determined in article 5 of the Act of 02/08/2002 to combat late payment in Commercial Transactions. A flat-rate compensation of 8% of the invoice amount will also be charged with a minimum of 75 EUR. The interest due is calculated from the date of reminder until full payment. Moreover, Youreka reserves the right to suspend the further execution of its obligations until the Client has paid the expired invoices. Any delay in the payment by the Customer makes all sums due payable in a lump sum. The Customer may in that case not use the creations created by Youreka.

5.4. Completion

Completion of executed work can only take place after payment of the agreed advance and/or interim invoices. The transfer of the source code and the intellectual property rights associated with the visual design of the website, virtual tour or web application can only take place after the Customer has paid the full sum of the contract.

5.5. Suspension

Web projects that have been put on hold by the Customer do not give rise to suspension of payment.

5.6. Termination

Youreka has the right to terminate the agreement with immediate effect and/or block access to the Services (eg website, virtual tour or web application) in whole or in part and whether or not temporarily, if the Customer incurs one or more of his obligations arising from this Full or partial non-compliance with the agreement (such as non-payment of the invoice) without the Customer being able to claim repayment of prepaid compensation or any compensation.

Youreka will in any case inform the Customer of this. In addition, Youreka is entitled to terminate the Agreement without further notice of default and by operation of law with immediate effect in the event that the Customer is

declared bankrupt, the Customer has requested or accepted a judicial agreement, or more generally the Customer is in default of payment.

Article 6. Purchase of hardware and software

6.1. Purchase

The purchase of computer hardware, computer software, licenses, subscriptions, fonts, graphic material, etc. is always done in consultation with the Customer and is charged to the Customer. This can be regarding a one-time or recurring cost.

Article 7. Liability - General

7.1. Delivery

Youreka undertakes to perform all services with the utmost care. All performances of Youreka are resource commitments. Youreka is not liable for errors in the implementation due to insufficient or incorrect input by the Customer. After development of a website, virtual tour or web application Youreka provides a transparent transfer and installation. Youreka also provides a warranty period of 5 weeks after test delivery, for the processing of technical bugs. The test delivery counts as provisional acceptance by the Customer. This provisional acceptance becomes definitive after 5 weeks without written notice to the contrary.

7.2. Errors

Youreka can not be held responsible for any error (even a gross mistake) of her or her appointees, except in cases of fraud. Youreka, whatever the cause, form or object of the claim where the liability is claimed, can in no case be held liable for any consequential loss such as loss of expected profit, decrease of turnover, increased operational costs, loss of clientele, which the Customer or third parties would suffer as a result of any fault or negligence of Youreka or an appointed person.

7.3. Damage

The liability of Youreka with regard to services provided to the Customer is in any case limited to either the reimbursement of the price paid by the Customer or the re-execution of the services, at Youreka's discretion. The total liability of Youreka will never exceed the price paid by the Client to Youreka for the services that gave rise to the claim.

7.4. Third parties

As far as the services from third-party suppliers are concerned, Youreka accepts no liability beyond or other than the liability that the third-party suppliers are willing to accept for their products or services.

7.5. Photos and fonts

Youreka can not be held liable for the use of photographs or fonts that have been submitted or approved by the Client.

Article 8. Liability of software

8.1. General

Without prejudice to Article 7, the following applies to software: the flawless operation of a computer configuration (the whole of hardware and software) can never be fully guaranteed, both because of external factors (power failure or malfunction, lightning strike, ...) and due to factors specific to the computer configuration (defects, network failures, undiscovered errors in system and application software, ...) so that unexpected loss of (even all) programs and / or data can occur. The Customer undertakes to install appropriate mechanisms for the security, storage and repair of data.

Article 9. Intellectual property rights

9.1. Definition

Intellectual Property Rights means all intellectual, industrial and other property rights (whether registered or not), including, but not limited to, copyrights, neighboring rights, brands, trade names, logos, drawings, models or applications for registration as a drawing or model, patents, applications for patents, domain names, know-how, as well as rights to databases, computer programs and semiconductors.

9.2. Concept

Both parties accept that the concept of a website, virtual tour or web application (in particular the building of the screens, navigation and buttons) will in principle not be protected by Intellectual Property Rights. The Customer can also find a similar structure with other websites, virtual tours or web applications developed by Youreka.

9.3. Transfer

The Intellectual Property Rights associated with the visual design of the website, virtual tour or web application created by Youreka are transferred to the Client, after payment (Article 6.4). This transfer applies to the fullest extent, for all types and types of exploitation, for the entire duration of the relevant right and for the whole world. In addition, the Customer receives a non-exclusive user license on all codes used for the website, virtual tour or web application. This user license applies for the duration of the protection of the code by copyright and for the entire world. However, if the website, virtual tour or web application contains photographs or drawings that have not been supplied by the Customer, but have been collected by Youreka from a website that makes online photos and illustrations available for payment, the user license that the Customer these photographs and drawings are determined on the website of this online library, depending on the conditions. As a rule, this user license will not be exclusive. Youreka does not provide any guarantee with regard to these photos and illustrations.

9.4. CMS

The Intellectual Property Rights associated with the CMS (the necessary software for the management of the content of the website, virtual tour or web application), if included in the order, belong exclusively to Youreka or a third party with which Youreka has concluded an agreement in this respect. Subject to payment of an annual license fee, determined in the offer from Youreka, and subject to the full payment of this fee, the Customer will receive a non-exclusive, non-transferable user license on this software. The Client is not permitted to assign sub-licenses to third parties, or to make the software available to third parties in any way, to share them, to use them for the benefit of third parties or to commercialize them.

9.5. Efforts

The Customer shall at all times respect the Intellectual Property Rights of Youreka and make reasonable efforts to protect those rights. The Customer will immediately notify Youreka of any infringement by third parties of the Intellectual Property Rights of Youreka of which he becomes aware.

Article 10. Hosting services

10.1. Service

For the hosting, Youreka works together with a specialized hosting partner. A

description of the hosting services and the liability of this partner is included in the Service Level Agreement, further SLA, of this hosting partner. This SLA can be modified or modified by the hosting partner. At the first request of the Customer, Youreka will provide the Customer with a copy of the current version of the SLA.

10.2. Payment and cancellation

The hosting services will be included in the maintenance contract.

Article 11. Domain name

11.1. General

If the Customer orders a domain name via Youreka, then the rights attached to this domain name will exclusively belong to the Customer. As an agent, Youreka is responsible for the management of the domain name to the extent that the Customer pays the annual fee due to Youreka. This management agreement is for an indefinite period and can be canceled by registered letter at the latest one month before the anniversary of the domain name registration.

Article 12. Maintenance contract

12.1. General

After the contractual warranty period of 5 weeks, we continue working under a maintenance contract/service contract. Such a maintenance contract allows Youreka to reserve a fixed number of hours in the planning to provide changes and support at a fixed cost price. The services actually delivered are limited to the services included in the quotation. Unless agreed otherwise, the price for the maintenance contract is set at € 30.00 per month per website, virtual tour or web application. The contract is valid for 2 years, unless otherwise agreed. Included in the maintenance contract are hosting, general software updates, website and Facebook widget and use of the analytics backend.

12.2. Payment and cancellation

The maintenance services will be provided to the Customer by Youreka per month, subject to payment by the Customer of the fee due. If the Customer wishes to terminate this service, he must do so by giving his notice to YOUREKA by registered letter at the latest 3 months before termination of the contract. In case of late cancellation, the Customer will owe the fee for the following calendar year.

Article 13. Termination of the agreement

13.1. Contractual breach of contract

If the Client is guilty of a serious contractual default that the Customer does not recover within 8 days of receipt of a registered letter, Youreka has the right to either (i) suspend the agreement until the Customer has fulfilled his obligations, or (ii) terminate the agreement with immediate effect. The non-payment of one or more invoices on their due date will always be regarded as a serious contractual default.

13.2. Payment

Upon termination of the agreement, the Customer will pay all services provided by Youreka, as well as the costs that Youreka must incur as a result of this termination, plus a fixed compensation of 30% of the amount that Youreka could still invoice to the Customer if the agreement would have been fully implemented. The possibly paid advance will still be acquired for Youreka. Moreover, Youreka reserves the right to claim higher compensation if it realizes that its actual damage is greater than the flat-rate damage as determined above.

13.3. Amicable arrangement

Nevertheless, each party accepts to grant the other party a reasonable period of time to remedy any shortcomings, and to always search first for an amicable settlement.

Article 14. Clause of confidentiality

14.1. General

Each of the parties commits itself to not distribute or communicate confidential data, information, applications, methods and know-how as well as any type of document that they were aware of during the performance of the contract, not directly or indirectly, unless the other party gives permission in writing beforehand. The confidentiality obligation provided for in this attestation applies as long as the relevant information is of a confidential nature, including after termination of the contract.

Article 15. Processing of personal data

15.1. Responsibility

Insofar as the Customer processes personal data on the server of Youreka, Youreka has the status of processor. The Customer is responsible for the processing of personal data within the meaning of the General Data Protection Regulation 2016/67 (GDPR) as well as national data protection laws and regulations that are applicable. The Customer declares to fully comply with the obligations that apply to the data controller.

15.2. Purpose

In the context of the services for the Customer, Youreka processes personal data of the contact persons specified by the Customer. The details of these contacts are processed for the purpose of 'Customer Management', i.e. to contact the Customer in relation to the services. The contact persons have a right of access and rectification regarding their personal data.

Article 16. Reference

16.1. General

The Customer agrees that the work carried out by Youreka for the Client will be included in the reference portfolio of Youreka.

Article 17. Force Majeure

17.1. General

Force majeure situations such as strikes, public unrest, administrative measures and other unexpected events over which Youreka has no control, free Youreka, for the duration of the nuisance and their scope, of its obligations, without the right to any price reduction or compensation for the Customer.

Article 18. Invalidation

18.1. General

If any provision of these general terms and conditions is null and void, the other provisions will remain in full force and Youreka and the Customer will replace the null and void provision with another stipulation that approximates the purpose and intent of the void provision as much as possible.

Article 19. Applicable law - competent court

19.1. General

Agreements between Youreka and the Customer are governed by Belgian law. In case of dispute to the conclusion, validity, execution and/or termination of this agreement, the courts of Antwerp (Belgium) have exclusive jurisdiction.