

GENERAL TERMS AND CONDITIONS

1. Applicability

These general terms and conditions ("General Terms and Conditions") apply to all products and services mentioned in the order. The application of any general terms and conditions used by the client is expressly excluded.

In the event of any contradictions between the provisions of these General Terms and Conditions and the provisions mentioned on the order, the provisions mentioned on the order shall always prevail.

2. Definitions

The definitions of the products and services listed in the order can be found on the website www.sitee.io.

3. Order

By signing or accepting the order, the client definitively and irrevocably enters into an agreement with FCR Media Belgium NV ("FCR"), having its registered office at Uitbreidingstraat 82, 2600 Berchem, registered with the Crossroads Bank for Enterprises under number 0807.677.428 (RLE Antwerp). The application of article 1794 of the Belgian Civil Code is hereby expressly excluded.

Although FCR is in no way legally obliged to do so, it grants its clients the right to revoke the agreement with FCR within a period of 2 working days following the signing/acceptance of the order.

FCR reserves the right, at all times, to cancel all or part of the order for reasons of public order or morality, any legal or regulatory provision, or its general business policy or that of its partners. FCR also reserves the right, without prejudice to its right to claim full payment of the order, not to execute all or part of the order in the event of non-payment of invoices on the due date or in the event of bankruptcy or apparent insolvency of the client. FCR reserves the right, at all times, to demand prior payment of all or part of the order.

The signatory who, in his own name or in the capacity of mandatary, places an order, or the person who, in whole or in part, pays for the order, even on behalf of third parties, makes a commitment to these third parties and commits himself solidly and indivisibly with them, and this in accordance with articles 1120 et seq. of the Belgian Civil Code and 1200 et seq. of the Belgian Civil Code.

4. Prices

All prices and cost estimates are exclusive of VAT, unless otherwise stated. The client acknowledges and accepts that FCR may unilaterally index the prices of the products and services ordered, annually and per product, according to the consumer price index, without giving client the right to terminate the agreement.

Only contracts initially concluded for at least 2 years are exempted from annual indexation during the initial term of the contract. When these multi-year contracts are renewed (automatically or not), prices will be adjusted to the consumer price index after renewal.

5. Changes

The client must submit any request for changes to the content of the products or services ordered to FCR in writing. Changes shall be implemented by FCR within a reasonable period of time.

Amendments shall be without prejudice to the current Agreement. If changes have financial or qualitative consequences, FCR is entitled to charge the costs to the client. FCR shall inform the client of this in advance.

6. Commencement and Duration

Unless otherwise expressly agreed, the agreement commences on the date of signature of the order. The initial term of an agreement is always mentioned on the order.

7. Extension and Termination

After expiry of the initial term, the agreement will each time be renewed for the same duration as originally agreed upon, unless notice of termination is given in writing at least 3 months before the date on which the agreement is to be renewed.

In addition, the client is granted the right, if his product placed online is offline for more than 1 month due solely to the fault of FCR, to immediately terminate his agreement with regard to the product in question (as well as the products/services inextricably connected with that product).

FCR also has the right to terminate the agreement with immediate effect without being liable to pay any compensation: (a) in the event of the bankruptcy of the client, as well as in the event of dissolution or liquidation of the client, (b) if precautionary or executive attachment is levied on the movable or immovable property of the client, (c) in the event of any breach or non-compliance by the client with one of the provisions of these General Terms and Conditions or the terms and conditions of the agreement following a notice of default with a regularisation period of fifteen (15) calendar days (d) in the event of serious indications of fraud and/or fraudulent or unlawful use of the services and/or products of FCR and (e) in the event of force majeure, if the agreement can no longer be performed correctly.

8. Execution of Agreement

The client accepts that FCR may engage third parties for the execution of the agreement. The parties expressly acknowledge that FCR and its partners only subscribe to an obligation of means and not to an obligation of result. The client acknowledges that he has an essential obligation to cooperate in the realization of the order, such as, among other things, supplying content and data for publication. If the data or comments required for the execution of the agreement have not been provided to FCR or have been provided late and/or only in part, FCR shall be entitled, without further notice to the client and to the exclusion of any right to compensation from the client, to proceed with the realization of the order on the basis of the elements in its possession.

If, within a period of 15 days after being reminded to do so, the client does not respond, or does not sufficiently respond to the request to provide content and data to create his product, FCR may establish the impossibility of execution and the extrajudicial dissolution of the agreement, without prejudice to the possibility to demand the execution of the agreement. In that case, the client shall be due a lump sum equal to 50% of the total amount still due by the client in accordance with the agreement, in compensation for the damage suffered by FCR, without prejudice to the possibility of FCR to prove its actual damage and costs and to claim compensation thereof.

For Banners, the client will receive an e-mail with the design of the Banner. Unless the client sends his comments to FCR within the next 5 working days, he is deemed to agree with the received design.

FCR reserves the right, at all times, to make necessary or useful changes to the products/services offered.

9. Specifications and Placement Advertisements

The client explicitly acknowledges to have taken note of the specifications specific to the various services and products offered by FCR.

Depending on the service/product ordered, advertisements will be included on FCR's websites or on websites of FCR's partners.

FCR and its partners reserve the right to change the placement and the preferred position of the advertisements at any time, as well as the technical standards and the operation, search logic and interface of the internet sites.

Advertisements on the FCR partners' website(s) are managed exclusively by these partners and are subject to the conditions applicable to the website(s) concerned, which may be modified at any time by the FCR partners.

The client is exclusively responsible for any possible changes he made to the FCR products (e.g., addition of content, optimization, maintenance).

10. Indemnification

The client shall indemnify FCR, without reservation, against any claim that may be made by third parties with respect to the products or services of FCR ordered by the client, including any claim relating to alleged intellectual property rights and any claim relating to goods sold by the client via an internet site developed by FCR. The client shall indemnify FCR against any direct or indirect damage that may be caused by his actions or by data supplied by him to FCR.

11. Invoicing

An invoice will be sent to the client 7 working days after the signature/approval of his order/agreement. The invoice is always payable no later than the twenty-fifth day after the invoice date, unless otherwise stipulated on the invoice. However, FCR reserves the right at all times to change both the time and frequency of invoicing.

In the event of late payment, a default interest of 1 % per month as well as a fixed administrative charge of EUR 12,50 will be due by operation of law, without any further notice of default being required. In addition, the outstanding invoice amount will in that case be increased with 15 %, with a minimum of EUR 50, to compensate the administrative and other costs caused by the default. FCR reserves the right to allocate payments as a priority on previously unpaid invoices. Under no circumstances may representatives receive cash payments.

If the client fails to pay one or more invoices in full within a period of 45 days of the invoice date, FCR shall also be entitled to immediately claim the full amount still due under the agreement. Consequently, in addition to the invoices already received, the client shall also have to pay the balance invoice that FCR will send him. This balance invoice shall state the outstanding balance under the agreement, increased with the interests and costs due, and must be paid within 10 days of the invoice date. The purchased products/services will continue to be delivered/provided until the end of the agreement.

In the event of bankruptcy, dissolution or liquidation of the client, if the client is involved in a judicial reorganization procedure or if protective or executive attachment is levied on the movable or immovable property of the principal, all amounts owed shall be immediately due and payable, without any further notice of default or notification being required.

If the client believes he can assert a claim against FCR, this shall not release him from his obligation to pay in the contractually agreed manner and he shall not be entitled to suspend or set off his payment obligation.

12. Confidentiality and Processing of Personal Data

The parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source within the framework of the agreement.

Personal data specified in the contract or obtained by any other means will be processed in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter General Data Protection Regulation, abbreviated to GDPR). FCR's privacy policy <https://sitee.io/en/privacy-policy> includes an overview of the categories of personal data processed by FCR as a data controller and the purposes of such processing, as well as the way in which individuals can exercise their rights under the GDPR.

FCR reserves the right to communicate the client's details to FCR's commercial partners and to use the client's name in its publicity and as a reference and to make them public as such during the execution of the agreement.

13. Intellectual property

FCR retains all intellectual property rights and other rights to its products and services as well as all related components. The client acknowledges these rights and shall not infringe them. When FCR, at client's request, provides photographs to be used in the products/services ordered by the client, only a (temporary and limited) right of use is granted to the client. The client pays for the (temporary) use of the photographs in the relevant products/services, but does not become the owner of these photographs. The photographs may therefore not be used by the client for any other purposes. The client guarantees to have the necessary rights of use and/or ownership with regard to the content that he supplies himself or transfers to FCR and grants FCR a free license to use and edit it.

If photographs, images or music supplied by the client or FCR that are used in an FCR product or service infringe an intellectual property right of a third party, FCR reserves the right to remove or modify the photographs, images or music in question in such a way that no further infringement is committed. FCR is in no way responsible for the photographs, images or music supplied by the client.

14. Communication and reporting

FCR reserves the right to record the contract and its attachments, as well as all letters it receives and sends, on any electronic medium, by any process whatsoever, and to keep them exclusively on the aforementioned media. Unless proven otherwise by the client, the electronic copies thus made, as well as the prints thereof, shall be deemed to conform to the original documents and to have the same evidential value as these. Unless the client has objected to this, FCR also reserves the right to record telephone orders on any electronic medium and to use them for evidential purposes.

15. Complaints

Any complaints relating to the execution of this agreement must be made in writing no later than 60 calendar days after the delivery of the service or the publication or insertion in the FCR product in question. If the client does not agree with the handling of his complaint by FCR, he may submit his complaint to the Office of the Ombudsman for Telecommunications, Boulevard du Roi Albert II, 8 Box 3, 1000 Brussels. Submitting a complaint does not affect the other obligations of the client.

16. Liability

The client is at all times solely responsible for (i) the content of the internet sites developed by FCR at his request and/or which can be consulted via his advertisement on one of the internet sites of FCR or of its partners, and (ii) compliance with applicable laws, regulations, codes of deontology, etc. If the client discovers illegal, harmful or undesirable content, he must immediately inform FCR of this. If the content in question

is on its internet sites, FCR shall then remove it as soon as possible. However, FCR's responsibility is limited to the removal of the content following a notification by the client or a third party.

If the client makes use of the E-commerce module, only the client is responsible for the quality and delivery of the products and the compliance with applicable legislation, including legislation on consumer protection and distance selling. FCR cannot be held liable by the client if, due to a technical or other problem with the E-commerce module, orders can temporarily not be placed.

FCR shall only be liable for the defective execution of the agreement if and insofar as this is the direct result of its own intent or gross negligence. FCR cannot be held responsible for the temporary unavailability of the products and/or services it offers.

FCR shall under no circumstances be liable for the consequences of force majeure, consequential damage, indirect damage, trading loss, loss of profit or damage caused by the client, auxiliary persons and/or third parties engaged in the execution of the agreement.

FCR cannot be held liable for texts, images, music or other data provided by the client or the unlawful use thereof by the client.

When products are sold via an internet site developed by FCR, FCR will not be a party to the sales agreement and cannot be held liable if one of the parties to the sales agreement fails to fulfil its obligations. Only the client can be held liable for damage relating to and/or caused by the products. Under no circumstances can FCR be held liable for a defective, late or missing delivery of the products or for any damage to or caused by the products. FCR cannot be held liable for problems related to the order or payment of the products.

If FCR should fail to comply with its contractual obligations and if FCR should be held liable for the damage suffered by the client as a result, this liability shall in all cases be limited to a maximum of the invoice value (over a period of 12 months) of that specific part of the agreement to which the liability relates.

Damage for which FCR is liable on the basis of the previous paragraph shall only qualify for compensation if the client notifies FCR of this within fourteen (14) calendar days of its occurrence, unless the client proves that he could not reasonably have reported this damage earlier.

17. Applicable law and jurisdiction

This agreement is governed by Belgian law. Only the courts of the judicial district of Antwerp (Antwerp section, 8th canton) are competent to settle disputes relating to this agreement. However, FCR reserves the right to freely choose the court of the domicile or registered office of the client.

18. Final provisions

Neither of the parties is entitled to transfer the rights and obligations arising from the agreement without the written consent of the other party.

Amendments and additions to the agreement between FCR and the client are only valid insofar as they have been agreed between the parties in writing.

FCR reserves the right, subject to prior written notice, to amend the General Terms and Conditions unilaterally. The amended General Terms and Conditions shall apply two (2) weeks after the notification, unless the client objects in writing within seven (7) calendar days of the notification. In this case, the existing General Terms and Conditions shall continue to apply until the end of the current term at the latest.

If a provision in the order or in the General Terms and Conditions turns out to be null and void, this does not affect the validity of the entire agreement or the General Terms and Conditions. In this case, FCR has the right to replace the void provision with a valid provision that comes as close as possible to the void provision.

SPECIAL TERMS

These special terms supplement FCR's general conditions, which apply in full unless the general conditions conflict with these special conditions.

Sitee.io

1. Subject

FCR entered into an agreement with an external partner (the "Partner") in view of the commercialization of an all-in-one online platform for an optimal client management, under the name: Sitee. The Partner is no party to the agreement between FCR and the client and any responsibility of Partner towards FCR's clients is consequently explicitly excluded.

2. Responsibilities

The only engagement of FCR is to make the Sitee platform available for the client. The client will exclusively be responsible for (i) all data/information entered into the Sitee platform, (ii) the client management and (iii) all possible interactions between the client and his customers (payment processes for example). The client will at all times use the platform for lawful purposes and in accordance with all applicable legislation. Insofar these special conditions would not be complied with by the client, the client will fully indemnify FCR for any damages suffered by the company resulting from this non-compliance

3. Intellectual property rights

The client is and will remain the (exclusive) owner of all data/information entered into the Sitee platform.

4. Invoicing

An invoice will be sent to the client 7 working days after the activation of the online subscription.

5. Exclusion of liability

No guarantees are granted relating to the Sitee platform. The platform will be made available "as is". FCR can in no event be held liable for any damages resulting from:

- (i) the (temporary) unavailability of the platform, for instance due to technical issues, maintenance, etc.;
- (ii) possible defects in the platform;
- (iii) loss of data that was entered into the platform;
- (iv) viruses, spam, intruders through unguarded accesses or other computer science crime committed by third parties.

Website Start, Website Smart & Website Genius

1. Resale contract

FCR has entered into an agreement with an external partner (the "Partner") in order to be able to offer its clients high-quality websites, whereof the layout is optimized depending on the device on which the website is displayed.

The software provided by this Partner is and remains the property of the Partner. The client undertakes to respect the intellectual property rights of the Partner and not to take any action that could harm them. In order to allow the client to provide on its website a number of additional functionalities, which are not available in the software of the Partner itself, the Partner cooperates with the following third parties: Google Analytics (analysis and reporting), Google Maps (map), Touch Local (domain names), Open SRS (domain names), Let's Encrypt (SSL certificates) and Sendgrid (newsletters) (the "Third Parties"). The client undertakes to respect the specific rules applicable to the platforms of such Third Parties at all times. Any cost increases charged to FCR by these Third Parties (via the Partner) may always be passed on to the client.

2. Duty of cooperation

The client is at all times obliged to provide all cooperation necessary for the execution of the agreement. For example, the client undertakes to provide FCR with all data/information required to create the website (the "Data"). As soon as the website is ready, a test version will be made available to the client. The client must submit any comments on this test version to FCR within 5 working days after receipt of the test version. If FCR does not receive a response within the aforementioned period, the test version will be deemed to have been approved, after which it will be placed online.

The client is granted the right to make changes to his draft website only once. If the client wishes to change the draft several times, additional costs will be charged.

Only the client bears full responsibility for all Data placed on the website at his request or by the client himself. Exclusively the client shall be responsible for any damage that this Data may cause to FCR/third parties. The client himself must ensure that his website contains the necessary legal documents/statements/ data, so that it is fully in line with the applicable law(s). For example, websites through which personal data are collected must contain a privacy policy. FCR advises the client to consult an expert for this purpose.

3. Use of the Data

The client gives FCR as well as its Partner the right to use the Data within the framework of the performance of the agreement. The client grants the Third Parties a non-exclusive, perpetual, irrevocable, free of charge and unrestricted right to use the Data supplied, including but not limited to the right to publish and distribute these Data on their platform.

4. Use of the website and/or mailboxes

The client must always use/manage the website and mailboxes in accordance with the applicable legislation and will refrain from any actions that (could) harm FCR or the end

user in any way. The client confirms that he has been informed that the storage space allocated to him is limited. If the allocated storage space is exceeded, the client shall no longer be able to send e-mails, without FCR being held responsible for this. The e-mail address may under no circumstances be used to distribute large quantities of e-mails (in bulk). The website is offered to the client in order to ensure digital visibility for his business, so that he can (also) promote his services/products online. The client may not use the website for any other purpose without the express and prior consent of FCR. Activities on the website that place an unreasonable burden on the server or that misuse the permitted bandwidth, for example, cannot be tolerated.

If FCR has reasonable indications that the above principles are not (correctly) followed, FCR has the right, at its own discretion (i) to modify the website immediately, to take it offline or to restrict access to the website so that normal service can be guaranteed and/or (ii) to immediately deactivate the e-mail address. Clients who have purchased the Microsoft Office 365 Business Essentials package undertake to (at all times) comply with the specific rules governing this, see <https://www.microsoft.com/licensing/docs/customeragreement>.

5. Ownership of the website

The website developed at the request of the client (as well as all associated intellectual property rights such as copyrights, trademark rights, etc.) shall at all times remain the property of FCR.

6. Liability of FCR

The maximum liability of FCR under this agreement is limited to an amount equal to the compensation paid by the client during the 6 months preceding the concrete event causing the damages for which compensation is claimed.

FCR cannot be held responsible for any damage suffered by the client as a result of:

- (i) the (temporary) unavailability of his website (or the external platforms on which his data is published) or (part of) the Microsoft Office 365 Business Essentials package,
- (ii) a defective or late provision of services by the Third Parties,
- (iii) viruses, unsolicited e-mail, intruders through unguarded gates or other informatics - third party crime,
- (iv) loss of the data transferred by the client to FCR,
- (v) loss of the data sent by the end user to the client (e.g. via the contact form), and
- (vi) failure to comply with applicable laws (including privacy laws).

7. Liability of the client

The client undertakes, in the event of non-compliance with the aforementioned special conditions, to fully indemnify FCR against any damage the company may suffer as a result.

Yola Website Start, Smart & Genius

1. Resale contract

FCR has entered into an agreement with an external partner (the "Partner") in order to offer its clients the opportunity to build a website on the sitee.be platform themselves (or with the help of FCR).

The software provided by this Partner is and remains the property of the Partner. The client undertakes to respect the intellectual property rights of the Partner and not to take any action that could harm them. In order to allow the client to provide on its website a number of additional functionalities, which are not available in the software of the Partner itself, the Partner cooperates with the following third parties: Google Analytics (analysis and reporting), Google Maps (map), Touch Local (domain names), Open SRS (domain names), Let's Encrypt (SSL certificates) and Sendgrid (newsletters) (the "Third Parties"). The client undertakes to respect the specific rules applicable to the platforms of such Third Parties at all times. Any cost increases charged to FCR by these Third Parties (via the Partner) may always be passed on to the Client.

2. Duty of cooperation

If the client requests assistance/help of FCR, the client shall always be obliged to provide all cooperation necessary for the execution of the agreement. The client thus undertakes to provide FCR with all necessary data/information required to create the website (the "Data"). As soon as the website is ready, a preview version will be sent to the client. The client must submit any comments on this preview version to FCR within 5 working days after receipt of the preview version. If FCR does not receive a response within the aforementioned period, the preview version shall be deemed to have been approved, after which it shall be placed online.

The client is granted the right to make changes to his draft website only once. If the client wishes to change the draft several times, additional costs will be charged.

3. Use of the Data

The client gives FCR as well as its Partner the right to use the Data within the framework of the performance of the agreement. The client grants the Third Parties a non-exclusive, perpetual, irrevocable, free of charge and unrestricted right to use the Data supplied, including but not limited to the right to publish and distribute these Data on their platform.

4. Use of the website

The client must always use/administer the website in accordance with the applicable legislation and shall refrain from any actions that (could) harm FCR, the end user or any other third party in any way. The client shall therefore not disseminate through the website any data/information that is defamatory, threatening, obscene, insulting, pornographic or sowing hatred. The website is offered to the client in order to ensure digital visibility for his business, so that he can (also) promote his services/products online. The client may not use the website for any other purpose without the express and prior consent of FCR. For example, activities on the website that place an unreasonably heavy burden on the server or misuse the permitted bandwidth cannot be tolerated.

Exclusively the client bears full responsibility for:

- all possible data/information on his website;
- links to third party websites placed on his website and the content of such websites;

- messages from or communication with end users on interactive platforms on the website;
- viruses, malware, malicious codes, damaged files or other similar software or programs that can damage the operation of another person's computer;
- the correct use of the "stock photos" made available on the sitee.be platform. These stock photos may only be used on the website of the client as long as it is on the sitee.be platform and not for any other purpose. In addition, when persons are depicted in these photos, it must be ensured that the use of the photo is not humiliating, offensive or embarrassing to the person in question.
- the use of his password/login on the platform;
- and only the client shall be responsible for any damage caused by this to FCR/third parties.

It is the client's responsibility to ensure that his website contains the necessary legal documents/statements/information, so that it is fully in line with the applicable law(s). For example, the management of the privacy policy, the cookie policy as well as the cookie banner are entirely and exclusively his responsibility. If FCR has clear indications that the above principles are not (correctly) observed, FCR has the right, at its own discretion, to immediately modify the website, take it offline or restrict access to the website so that a normal service can be guaranteed without the client receiving any compensation for this.

5. Ownership of the website

Clients who build their own website, become the owner of this website (with the exception of the sub-domain names, which remain the property of the Partner at all times).

If the website is created with the help of FCR, the website (as well as all related intellectual property rights such as copyrights, trademark rights, etc.) will always remain the property of FCR.

6. Liability of FCR

The maximum liability of FCR under this agreement is limited to an amount equal to the compensation paid by the client during the 6 months preceding the concrete event causing the damages for which compensation is claimed.

FCR cannot be held responsible for any damage suffered by the client as a result of:

- (i) the (temporary) unavailability of his website (or the external platforms on which his data are published),
- (ii) a defective or late provision of services by the Third Parties,
- (iii) viruses, unsolicited e-mail, intruders through unguarded gates or other informatics - third party crime,
- (iv) loss of data transferred by the client to FCR,
- (v) loss of data sent by the end user to the client (e.g. via the contact form), and
- (vi) failure to comply with applicable laws (including privacy laws).

7. Liability of the client

The client undertakes, in the event of non-compliance with the aforementioned special conditions, to fully indemnify FCR against any damage the company may suffer as a result.

Domain name registration and/or management

1. Registration

The client instructs FCR to register the domain name mentioned during the intake. FCR will register the chosen domain name, at the request of the client, under the conditions imposed by the official agent.

After registration, the client becomes the exclusive owner of the domain name. The re-registration is valid for one year from the date of registration and will be renewed annually, unless this service is terminated in a timely manner by the client. FCR can in no way be held responsible for the registration of the domain name by a third party if it is released as a result of the non-renewal of the domain name.

The client gives his explicit consent for the registration of the domain name. The client hereby explicitly declares to have the necessary rights for the registration of the domain name and furthermore guarantees that the domain name does not violate any intellectual property rights or any other rights of third parties.

The client indemnifies FCR against all possible claims by third parties resulting from the direct or indirect violation of their intellectual property rights or other interests relating to the domain name registered by FCR. In addition, the client explicitly declares to fully assume any procedural costs that FCR may have to incur as a result of an unlawful registration of the domain name or a possible infringement of intellectual or other property rights.

2. Management

At the request of the client, the management of a domain name shall be transferred to FCR, subject to the consent of the owner of the domain name. FCR cannot be held

responsible for the fact that the transfer of the domain name does not turn out to be possible or can only happen late or with delay. In the latter case, the client cannot claim back the costs charged to him for the transfer.

The client undertakes to use his domain name in accordance with all applicable laws and regulations and not to engage in any illegal, fraudulent or any other (criminal) practice that may violate or harm the rights of third parties. For example, depending on the extension of his domain name, the client shall comply with the following conditions of use (as well as any updates thereof):

- ' .be' domain name: <https://www.dnsbelgium.be/nl/documenten/algemene-voorwaarden-voor-be-domeinnaamhouders>
- ' .com' domain name: <https://www.icann.org/resources/pages/registrars/consensus-policies-en>
- ' .eu' domain name: https://eurid.eu/media/filer_public/f5/d2/f5d22bc1-9d62-4ba9-a81e-1a0292ef215f/terms_and_conditions_en.pdf

FCR has the right to immediately (and without prior notice) discontinue its services to the client, without being liable for any compensation, if the client fails to comply with the aforementioned obligation.

The client indemnifies FCR against all possible claims by third parties resulting from the direct or indirect violation of their rights or interests arising from the use of the domain name by the client. In addition, the client explicitly declares to fully assume any procedural costs incurred by FCR as a result of his unlawful use of the domain name.

NetSync

1. Reseller agreement

FCR has entered into an agreement with an external partner (the "Partner") to be able to resell a number of products, which offer the client (among other things) the opportunity to update, optimize and synchronize the data published relating to his/her company on various platforms and social media. The Partner is not a party to the agreement between FCR and the client and any liability of the Partner towards the client is therefore expressly excluded.

The client accepts that, if the cooperation with the Partner comes to an end, FCR can offer a similar product with similar functionalities, without the client having the right to terminate the agreement or to claim compensation for this.

2. Data to be supplied by the client

FCR can only offer the product if the client provides FCR with at least the following information: (i) trade name, (ii) sector in which the client is active, (iii) full address, (iv) telephone number, (v) e-mail address and (vi) two photos or one photo and one logo. The client must also give FCR permission to manage existing GMB (Google My Business) and Facebook pages.

The client guarantees that the data he/she provides to FCR (hereinafter the "Data") are correct and do not violate any rights (including intellectual property rights) of third parties.

Moreover, the client ensures that he will not supply any data that is defamatory, libelous, obscene, threatening or hateful. As the case may be, such data will be removed immediately.

If the client provides data to be published on social media such as Facebook or

Foursquare, only the client is responsible for compliance with the specific rules of these platforms.

In the event of any breach of this clause, the client shall fully indemnify FCR against any damage that FCR would suffer as a result.

3. Use of the Data

The client grants FCR and its Partner the right to use the Data in the context of the agreement and grants the Partner as well as all other parties with whom this Partner cooperates in the context of the online management of your business data a non-exclusive, free and unrestricted right to use the data provided, including, but not limited to, the right to publish and distribute such data.

4. Duty of cooperation

The client is at all times obliged to provide all cooperation necessary for the execution of the agreement.

FCR will, if necessary, contact the client for additional information/input to put the program live. If, despite repeated attempts by FCR (maximum 3), this does not succeed for reasons attributable to the client, FCR can under no circumstances be held responsible for an incorrect or incomplete reproduction of the Data.

5. Exclusion of liability

FCR cannot be held responsible for any damage suffered by the client as a result of the (temporary) unavailability of the platforms on which his/her Data are published.

SEA & Social Ads (Omni & Genius)

1. Subject

FCR has the right to have certain activities carried out by third parties. The purchase of SEA gives the client the opportunity to advertise online on www.google.be, www.bing.be or on other websites, depending on the choice of the package. The purchase of Social Ads gives the client the opportunity to advertise online on Facebook/Instagram.

2. Order

The client ensures that he has no other online advertising campaign at Google/Bing (when purchasing SEA) or Facebook/Instagram (when purchasing Social Ads) on the same subject on the same domain.

The order indicates (among other things) the total amount that will be spent each month on SEA/Social Ads. Of the total amount purchased by the client, the majority is effectively spent on online advertisements. Another part is the management fee to be paid to FCR.

3. Implementation

The client is always obliged to timely provide all cooperation, data and information necessary or useful for the execution of the agreement.

Social Ads campaigns can only be executed if the client has a Facebook company page and is willing to grant FCR access to this page.

Only the client is responsible for the correctness of the data, texts, images or other data that he transmits to FCR.

When purchasing SEA Genius/ Social Ads Genius, the client receives a campaign proposal from his digital expert. If the expert does not receive any comments within 5 working days, the campaign will be put live, as included in the campaign proposal.

FCR undertakes to spend the entire purchased budget during the duration of the campaign. Budgets not fully spent will be carried over to the next month in which the campaign is running.

Purchased SEA Genius/ Social Ads Genius campaigns with a duration of at least 6 months, can be paused once at the request of the client for a maximum period of 1 month, without extending the duration of the campaign. The campaign budget can in

that event be used in the month(s) following the break. Campaigns cannot be paused in the first or last month of the campaign.

The parties expressly acknowledge that FCR only subscribes to an obligation of means and not to an obligation of result. The deadlines for completion of the obligations set out in the agreement are indicative only.

All account and campaign data is and remains the exclusive property of FCR. At the end of the agreement, these data will not be transferred to the client.

4. Reporting

FCR reports to the client on a monthly basis. The amounts or numbers mentioned in FCR's reporting are purely indicative and no rights can be derived from these amounts or numbers.

5. Changes

If, during the execution of the agreement, it appears that it is necessary for proper execution to change or supplement the work to be carried out, FCR and the client shall, in good time and in mutual consultation, amend the agreement accordingly.

If the changes or additions to the agreement have financial or qualitative consequences, FCR is entitled to charge the costs of this to the client. FCR shall inform the client of this in advance.

6. Liability

The general clause relating to liability as laid down in the General Terms and Conditions shall apply. In addition, it is expressly agreed that FCR cannot be held liable for texts or other data provided by the client or the unlawful use thereof by the client. Furthermore, the client accepts that FCR can under no circumstances be held liable for damage caused by malfunctions in the electronic services of FCR and third parties, such as suppliers, network operators or other telecommunication networks. This shall also apply if this has only led to a delay in the execution of the agreement. As far as Social Ads is concerned, FCR is not responsible if Facebook refuses the advertisement or demands specific adaptations. Only the client is responsible for compliance with the advertising policy of Facebook/Instagram, see <https://www.facebook.com/policies/ads/>.

SEO (Basic, Advanced & Pro)

1. Subject

Indicative and no rights can be derived from these amounts or numbers.

When purchasing an SEO package, FCR takes care of the (SEO) optimization of your website. The specific services provided depend on the package purchased by the client (Basic, Advanced & Pro).

2. Implementation

With regard to the implementation of the SEO campaign, FCR enters into an obligation of means (e.g., as regards keyword ranking or traffic to the website) and not into an obligation of result.

FCR will only be able to carry out the SEO campaign if (i) the website has a Content Management System to which FCR can apply SEO and (ii) the client is willing to provide FCR with the login details of his website.

More generally, the client is at all times obliged to provide all cooperation, data and information necessary or useful for the execution of the agreement in a timely manner. FCR has the right to have certain activities carried out by third parties.

3. Reporting

The frequency and content of the reporting depends on the SEO package chosen by the client. The amounts or numbers mentioned in the FCR reporting are purely.

4. Changes

If, during the execution of the agreement, it appears that it is necessary for proper execution to change or supplement the work to be carried out, FCR and the client shall, in good time and in mutual consultation, amend the agreement accordingly.

If the changes or additions to the agreement have financial or qualitative consequences, FCR is entitled to charge the costs of this to the client. FCR shall inform the client of this in advance.

5. Liability

The general clause relating to liability as laid down in the General Terms and Conditions shall apply. FCR cannot be held liable for the fact that the client's website is temporarily offline. Furthermore, the client accepts that FCR can in no case be held liable for damage caused by failures in the electronic services of FCR and third parties, such as suppliers, network operators or other telecommunication networks. This also applies if this has only led to a delay in the execution of the agreement.