

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

These General Terms and Conditions ("General Terms and Conditions") apply to all products and services specified 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 stated on the order, the provisions stated on the order shall always prevail.

2. DEFINITIONS

Further information regarding the products and services mentioned in the order are available on the website www.dexville.be.

3. ORDER

By signing or accepting the present order, the client enters into a definitive and irrevocable agreement with Dexville, the digital agency that is part of FCR Media Belgium NV, with registered offices at Uitbreidingstraat 82, 2600 Berchem, registered with the Crossroads Bank for Enterprises under the number 0807.677.428 (RPR Antwerp). The application of article 1794 of the Belgian Civil Code is hereby expressly excluded.

Dexville reserves the right to cancel the order or part of it at any time for reasons of conflict with public order or morality, with any legal or regulatory provision or with its general business policy or that of its partners. Dexville also reserves the right, without prejudice to its right to claim full payment of the order, in case of non-payment of invoices on the due date or in case of bankruptcy or insolvency of the client, to cancel the execution of the order or part thereof. Dexville always reserves the right to claim an advance payment of the order or part of it.

4. PRICES

All prices and cost estimates are exclusive of VAT, unless stated otherwise. The client acknowledges and accepts that Dexville reserves the right to unilaterally increase the price of the ordered products and services, annually and per product (taking into account the consumer price index), without the client having the right to terminate the agreement.

If Dexville needs to travel for the execution of the agreement, travel costs may be charged.

5. COMMENCEMENT AND DURATION

The agreement shall commence on the date of signature of the order form. The initial term of an agreement is always mentioned on the order form.

6. EXTENSION AND CANCELLATION

The agreement is extended, after expiry of the initial period, for the same period as initially agreed, unless the agreement is terminated in writing at least 3 months before the date on which the agreement will be renewed.

The client also has the right, if his/her product placed online is offline for more than 1 month due to Dexville's sole action, to immediately terminate his/her agreement with respect to the product concerned (as well as the products/services that are inseparably connected to that product).

Dexville is also entitled to terminate or cancel the agreement with immediate effect without being obliged to pay any compensation: (a) in case of bankruptcy of the client, as well as in case of dissolution or liquidation of the client, (b) if the client's movable or immovable properties are seized, (c) in case of any non-performance or non-compliance by the client of one of the provisions of these General Conditions or conditions in the agreement after a notice with a regularization period of fifteen (15) calendar days (d) in case of serious indications of fraud and/or fraudulent or unlawful use of Dexville's services and/or products and (e) in case of force majeure, if the agreement can no longer be executed correctly.

7. EXECUTION OF AGREEMENT

The client accepts that Dexville may involve third parties in the execution of the agreement.

The parties explicitly acknowledge that Dexville and its partners are only subject to an obligation of means and not to an obligation of result. Any delivery times included in the agreement are purely indicative. A delay in the execution of the agreement shall under no circumstances give rise to payment of a compensation and shall not entitle the client to terminate the agreement or to suspend any payment. The client acknowledges that he/she has an essential obligation to cooperate in the execution of the order, such as, among other things, the provision of content and data for publication. If the data or remarks required for the execution of the agreement are not provided to Dexville, are provided late and/or only partially, Dexville shall be entitled, without further notice to the client and to the exclusion of any right to compensation from the client, to proceed to the realisation of the order based on the elements in its possession.

If, within a period of 15 days after being given notice to do so, the client does not react or reacts insufficiently to the request to provide the content and data for the creation of his/her product, Dexville may establish the impossibility of execution and the extrajudicial termination of the agreement, without prejudice to the possibility of requiring the execution of the agreement. In this case, the client shall be charged a lump sum equal to 50% of the total amount still due by the client according to the agreement as compensation for the

damage suffered by Dexville, without prejudice to Dexville's possibility to prove its actual damage and costs and to claim compensation thereof.

The client shall receive one printer's proof for creative advertisements with a reference in FRC's paper guides. The client shall inform Dexville in writing and on the same document of the desired changes to the printer's proof within the set deadline.

For Banners, the client shall receive an email with the design of the Banner. Unless the client sends his remarks to Dexville within the next 5 working days, he/she shall be deemed to have agreed with the design received.

If a video ordered from Dexville is to be recorded by Dexville, the recording team, which works as a subcontractor for Dexville, shall present itself only once at a location in Belgium specified by the client. The client must be present or represented during the recording. The person in charge of the planning of the recording team will contact the client to fix an appointment (date and time) for the recording, which appointment will always be determined in the most efficient way according to the number of locations to be visited by the recording team on a certain day. The recording or photo reportage shall always take place on weekdays, between 8 am and 6 pm, excluding holidays. If, for any reason, directly or indirectly attributable to the client, the recording cannot be carried out or if the client cancels the appointment for the recording less than 48 hours beforehand, the client will still be required to pay the full invoiced amount for the Video. A draft of the Advertising or Corporate Video will be placed online for the client's approval.

If the client does not formulate any written comments on the draft within 5 working days after Dexville has informed him/her that the draft has been placed online, he/she shall be deemed to have accepted the draft.

Dexville reserves the right to make necessary or useful changes to its products at any time.

8. SPECIFICATIONS AND PLACEMENT OF ADVERTISEMENTS

The client expressly acknowledges to have taken note of the specifications of the various entries, services and products offered by Dexville.

Depending on the product ordered, advertisements shall be included in the paper guides of FCR and/or on the internet sites of goudengids.be, wittegids.be or the partners of FCR/Dexville.

FCR/Dexville and its partners reserve the right to change the placement and preferential positioning of the advertisements as well as the technical standards and the operation, the search logic and the interface of its websites at any time.

Entries to the FCR/Dexville partners' internet sites are managed exclusively by these partners and are subject to the conditions applicable to the site(s) concerned, which can be modified by the FCR/Dexville partners at any time.

The client is responsible for any changes and additions to the content, optimisation and maintenance that he/she himself/herself makes to the Dexville products.

9. DISCLAIMER

The client shall indemnify Dexville without reservation against any claim which may be made by a third party with regard to Dexville products or services ordered by the client, including any claim regarding alleged intellectual property rights and any claim regarding goods sold by the client via an internet site developed by Dexville. The client shall indemnify Dexville against any direct or indirect damage which may be caused by his/her actions or data delivered to Dexville.

10. INVOICING

The client will be sent an invoice 7 working days after the signing/approval of his/her order/agreement. The invoice is always payable at the latest on the twenty-fifth day after the invoice date, unless otherwise stated on the invoice. Dexville reserves the right to change both the time and frequency of invoicing.

In case of late payment, a late payment interest of 1% per month and a fixed administrative cost of EUR 12.50 shall be due as of right, without any further notice or default. In addition, the outstanding invoice amount shall in such case be increased by 15%, with a minimum of EUR 50, as compensation for the administration and other costs caused by the non-payment. Dexville reserves the right to charge payments in priority to previously unpaid invoices. Under no circumstances shall representatives be allowed to receive payments in cash.

If the client fails to pay one or more invoices in full within a period of 45 days from the invoice date, Dexville shall furthermore be entitled to demand immediate payment of the entire amount still due under the agreement. Apart from the invoices already received, the client shall therefore also have to pay the balance invoice which Dexville shall send him/her. This balance invoice states the outstanding balance under the agreement, increased by the due interests and costs and has to be paid within 10 days after the invoice date. The purchased products/services will continue to be delivered/supplied until the end of the agreement.

In case of bankruptcy, dissolution or liquidation of the client, if the client is involved in a procedure of judicial reorganization or if the movable or immovable properties of the client are seized, all amounts due shall be payable immediately, without any further notice or notification being required.

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

11. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA

Parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the agreement.

The personal data mentioned in the agreement or obtained in any other way shall 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). Dexville hereby acts as responsible for the processing of personal data and shall process the personal data in accordance with the principles and provisions of the GDPR that are incumbent on the responsible of the processing. The FCR privacy policy (<https://fcrmedia.be/privacybeleid/>) includes: an overview of the categories of personal data processed by Dexville as responsible party for processing and the purposes of such processing, as well as the way in which natural persons can exercise their rights under the GDPR.

Dexville reserves the right to communicate the client's data to commercial partners of FCR/Dexville. In addition, Dexville is entitled to mention the name of the client and the work done for the client for marketing and commercial purposes without having to obtain the client's prior consent.

12. INTELLECTUAL PROPERTY

Dexville retains all intellectual property rights and other rights to the products and services delivered by Dexville, as well as all related components. The client acknowledges these rights and shall not infringe them. The client guarantees to have the necessary rights of use and/or ownership with respect to the content which he/she delivers himself/herself or sends to Dexville and gives Dexville a free license to use and edit.

If photographs, images or music delivered by the client or Dexville which are used in a Dexville product or service infringe upon an intellectual property right of a third party, Dexville reserves the right to remove or adjust the photographs, images or music in such a way that they no longer infringe upon that right. Dexville is in no way responsible for the photographs, images or music provided by the client.

13. LIABILITY

The client alone shall at all times be responsible for (i) the content of the internet sites developed by Dexville at his/her request and/or which can be consulted via his/her advertisement on one of the internet sites of FCR or its partners and (ii) the compliance with the applicable legislation, regulations, codes of ethics, etc. If the client identifies any unlawful, harmful or undesirable content, he/she shall notify Dexville thereof immediately. If the relevant content is on Dexville's internet sites, Dexville will remove it as soon as possible. The responsibility of Dexville is, however, limited to the removal of the content following notification by the client or a third party.

Dexville shall only be liable for the defective performance of the agreement if and in so far as this is the direct consequence of its own willful misconduct or gross negligence. Dexville cannot be held responsible for temporary unavailability of the products and/or services which it offers.

Dexville shall under no circumstances be held liable for the consequences of force majeure, consequential damage, indirect damage, loss of profit or damage caused by the client, auxiliary persons and/or third parties called in to execute the agreement.

Dexville shall not be held responsible for texts, images, music or other data provided by the client or his/her illegal use thereof.

If Dexville should fail to fulfil its contractual obligations, and if Dexville should be held liable for damage which the client suffers as a consequence, this liability shall in all cases be limited to the invoice value (over a period of 12 months) of that specific part of the agreement to which the liability applies.

Damage for which Dexville is liable on the basis of the previous paragraph, shall only be considered for compensation if the client reports this damage within fourteen (14) calendar days after its occurrence, unless the client proves that he/she could not reasonably have reported this damage earlier.

14. NON-RECRUITMENT

The client undertakes, for the duration of the agreement and for a period of 12 months thereafter, not to recruit or employ in any way Dexville or FCR Media Belgium staff. In case of non-compliance with this clause, the client shall owe a lump sum of EUR 50,000.

15. APPLICABLE LAW AND CHOICE OF FORUM

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 regarding this agreement. Dexville reserves the right, however, to freely choose the court of the domicile or registered office of the client.

16. FINAL PROVISIONS

Neither party is entitled to transfer the rights and obligations of the agreement without written permission of the other party.

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

Dexville reserves the right, subject to prior written notice, to unilaterally modify the General Terms and Conditions. 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 after the notification. In this case, the existing General Terms and Conditions shall continue to apply at least until the end of the current term.

If a provision in the order or in the General Terms and Conditions proves to be invalid, this shall not affect the validity of the entire agreement or the General Terms and Conditions. In this case Dexville shall be entitled to replace the invalid provision by a valid provision which shall approximate the invalid provision as closely as possible.

SPECIAL CONDITIONS

These special conditions supplement Dexville's General Terms and Conditions, which apply in full unless the General Terms and Conditions conflict with these special conditions;

Website

1. RESALE CONTRACT

FCR has signed an agreement with an external partner (the "Partner") in order to provide its clients with high-quality websites, the layout of which is optimised according to 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 Partner's intellectual property rights and not to take any action that might prejudice them. In order to allow the client to provide a number of extra functionalities on its website, which are not available in the Partner's own software, 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 that apply to the platforms of such Third Parties at all times. Any cost increases charged to Dexville by these Third Parties (via the Partner) can always be passed on to the client.

2. DUTY OF COOPERATION

The client is obliged to render all cooperation necessary for the execution of the agreement. The client commits himself to provide to Dexville all necessary data/information required for the development of the website (the "Data"). As soon as the website is ready, a test version shall be handed over to the client. The client must send Dexville any remarks on this test version within 5 working days of receipt of the test version. If Dexville does not receive a reaction within the above-mentioned term, the test version shall be deemed to have been approved and shall be placed online.

The client is only entitled to make changes to the design of the website once. If the client wishes to modify the design several times, additional costs will be charged.

The client alone has full responsibility for all Data placed on the website at his/her request, or by the client himself/herself. The client shall be solely responsible for any damage which this information may cause to Dexville/third parties. The client is responsible for ensuring that his/her website contains the necessary legal documents/notices/data, so that it is fully compliant with Belgian law. For example, websites through which personal data are collected should for instance contain a privacy policy. Dexville recommends the client to consult an expert for this.

3. USE OF DATA

The client grants Dexville as well as its Partner the right to use the Data as part of the execution of the agreement. The client grants to the Third Parties a non-exclusive, perpetual, irrevocable, free of charge and unlimited right of use of 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 shall use the website and the mailboxes (consisting of the Microsoft Office 365 Business Essentials package: a mailbox (email address), OneDrive storage space and access to Office Online) in accordance with the applicable legislation and shall refrain from any action or acts that may harm Dexville or the end user in any way. The client also undertakes to respect the specific rules that apply to the Microsoft Office 365 Business Essentials package at all times. These can be found via the following link:
<http://go.microsoft.com/fwlink/p/?LinkId=617101>

The client confirms to have been informed of the fact that the storage space allocated to him/her in the Microsoft Office 365 Business Essentials package is limited. If the allocated storage space is exceeded, the client will no longer be able to send e-mails without Dexville being held responsible. Furthermore, the email address may under no circumstances be used for the purpose of sending emails. Furthermore, the email address may under no circumstances be used to distribute large quantities of emails (in bulk). The website is offered to the client in order to provide him/her with a digital signboard for his/her business, so that he/she can (also) promote his/her services/products online. The client may not use the website for any other purpose without Dexville's explicit and prior consent. For example, activities on the website which place an unreasonable burden on the server or which abuse the permitted bandwidth may not be tolerated.

If Dexville has reasonable grounds to believe that the above principles are not being complied with, or not correctly complied with, Dexville shall be entitled, at its own discretion, to (i) modify, take offline or limit access to the website immediately in order to ensure normal service and/or (ii) disable the email address and other services offered within the Microsoft Office 365 Business Essentials package immediately.

5. OWNERSHIP OF THE WEBSITE

The website developed at the client's request (as well as all related intellectual property rights such as copyrights, trademark rights, etc.) remains the property of Dexville.

6. LIABILITY OF DEXVILLE

The maximum liability of Dexville under this agreement shall be limited to an amount equal to the compensation paid by the client during the 6 months preceding the concrete damage case for which compensation is claimed.

Dexville cannot be held responsible for any damage which the client may suffer by:

- (i) the (temporary) unavailability of his/her website (or the external platforms on which his/her data are published) or (part of) the Microsoft Office 365 Business Essentials package,
- (ii) a defective or late service by the Third Parties,
- (iii) viruses, unsolicited e-mail, intrusion through unguarded gateways or other IT crime by third parties,
- (iv) loss of data which the client has transmitted to Dexville,
- (v) loss of data which the end user has transmitted to the client (e.g. via the contact form), and
- (vi) non-compliance with applicable legislation (including privacy legislation).

7. LIABILITY OF THE CLIENT

The client undertakes, in the event of non-compliance with the above special conditions, to fully indemnify Dexville for any damage it may suffer as a result.

Domain name registration and/or management

1. REGISTRATION

The client gives Dexville the assignment to register the domain name mentioned during the intake. Dexville shall register the chosen domain name on 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 registration shall be valid for one year from the date of registration and shall be renewed annually, unless this service is cancelled in due time by the client. Dexville shall in no way be held responsible for the registration of the domain name by a third party, if it becomes vacant as a result of non-renewal of the domain name.

The client gives his/her explicit consent for the registration of the domain name. The client hereby expressly declares that he/she possesses the necessary rights for the registration of the domain name and guarantees that the domain name does not infringe any intellectual property rights or any other rights of third parties.

The client shall indemnify Dexville against all possible claims by third parties for the direct or indirect infringement of their intellectual property rights or other interests which are related to the domain name registered by Dexville. In addition, the client expressly declares that he/she shall fully cover any procedural costs incurred by Dexville as a result of an unlawful registration of the domain name or a possible infringement of intellectual or other property rights.

2. MANAGEMENT

Upon request of the client, the management of a domain name shall be transferred to Dexville on condition that the owner of the domain name agrees. Dexville shall not be held responsible for the fact that the transfer of the domain name proves to be impossible or can only take place with delay. In the latter case the client cannot reclaim the costs that were charged to him/her for the transfer.

The client undertakes to use his/her domain name in accordance with all applicable laws and regulations and not to engage in illegal, fraudulent or any other (criminal) practices that may infringe or violate the rights of third parties. Depending on the extension of his/her domain name, the client must, among other things, 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-domain-name-holders>

' .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

Dexville is entitled to terminate its services with respect to the client immediately (and without prior notice), without being obliged to pay any compensation, if the client does not comply with the above obligation.

The client shall indemnify Dexville against all possible claims by third parties arising from the direct or indirect infringement of their rights or interests arising from the use of the domain name by the client. In addition, the client expressly declares that he/she shall fully cover any procedural costs incurred by Dexville as a result of his/her unlawful use of the domain name.

SEA & Social Ads

1. OBJECT

The purchase of SEA gives the client the possibility to advertise online on www.google.be/, www.bing.be or on other websites, depending on the choice of package.

The purchase of Social Ads gives the client the possibility to advertise online on Facebook/Instagram.

2. ORDER

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

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

3. EXECUTION

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

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

The client is solely responsible for the correctness of the data, texts, images or other information which he/she has transferred to Dexville.

When purchasing SEA Genius/Social Ads Genius, the client receives a campaign proposal from his/her digital expert. If no remarks are received within 5 working days, the campaign will be put live, as stated in the campaign proposal.

Dexville undertakes to spend the entire purchased budget for the duration of the campaign. Unspent budgets are transferred to the next month in which the campaign runs.

Purchased SEA Genius/Social Ads Genius campaigns with a duration of at least 6 months can be paused at the request of the client once and for a maximum period of 1 month, without extending the duration of the campaign. The campaign budget can be expended in the month(s) following the pause. Campaigns cannot be paused in the first or the last month of the campaign. Dexville is entitled to have certain activities carried out by third parties.

The parties expressly acknowledge that Dexville is only subject to an obligation of means and not to an obligation of result. The deadlines for completion of the obligation specified in the agreement are merely indicative.

All account and campaign data is and shall remain the exclusive property of Dexville. This data shall not be transferred to the client at the end of the agreement.

4. REPORTING

Reporting by Dexville to the client takes place on a monthly basis. The amounts or numbers mentioned in Dexville's reports 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 for a proper execution, it is necessary to change or supplement the work to be carried out, Dexville and the client shall amend the agreement accordingly, in time and in mutual consultation.

If the changes or additions to the agreement have financial or qualitative consequences, Dexville shall be entitled to charge the costs thereof to the client. Dexville shall inform the client beforehand.

6. LIABILITY

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

NetSync

1. RESALE CONTRACT

FCR has signed an agreement with a third-party partner (the "Partner") for the resale of a number of products, which (among other things) enable the client to update, optimise and synchronise the data published in relation to his/her business on various platforms and social media.

The Partner is not a party in the agreement between Dexville and the client and any liability of the Partner towards the client is therefore expressly excluded.

The client accepts that, if the cooperation with Dexville's partner ends, Dexville can offer a similar product with similar functionalities, without the client having the right to terminate the agreement or to claim any compensation.

2. DATA TO BE PROVIDED BY THE CLIENT

Dexville can only offer the product if the client provides Dexville with at least the following data: (i) trade name, (ii) sector in which the customer operates (iii) full address, (iv) telephone number, (v) email address and (vi) two photos, or one photo and one logo. The client shall also give Dexville permission to manage existing GMB (Google My Business) and Facebook pages.

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

The client further guarantees that he/she will not submit data that are libellous, defamatory, obscene, threatening or hateful. Where necessary, these data will be removed immediately.

If the client provides data to be published on social media such as Facebook or Foursquare, the client is solely responsible for compliance with the specific rules of these platforms.

In case of a possible infringement of this clause, the client will fully indemnify Dexville for any damage Dexville might suffer as a result.

3. USE OF DATA

The client grants Dexville and its Partner the right to use the Data as part of the agreement, and gives the Partner as well as all other parties with which the Partner cooperates in the context of the online management of the business data, a non-exclusive, free and unlimited right of use to the data provided, including but not limited to the right to publish and distribute these data.

4. DUTY OF COOPERATION

The client is obliged to cooperate in any way necessary for the execution of the agreement.

Dexville will, if necessary, contact the client for additional information/input in order to put the program live. If, despite repeated attempts by Dexville (maximum 3), this is not possible for reasons attributable to the client, Dexville shall under no circumstances be held responsible for an incorrect or incomplete presentation of the Data.

5. EXCLUSION OF LIABILITY

Dexville cannot be held responsible for any damage which the client may suffer as a result of (temporary) unavailability of the platforms on which his/her Data are published

SEO

1. OBJECT

When purchasing a SEO package, Dexville takes care of the (SEO) optimisation of your website.

2. EXECUTION

As for the execution of the SEO campaign, Dexville is only subject to an obligation of means (e.g. keyword ranking or traffic to the website) and not an obligation of result.

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

In general, the client is always obliged to timely provide all cooperation, data and information necessary or useful for the execution of the agreement. Dexville is entitled to have certain activities performed by third parties.

3. REPORTING

The frequency and content of the reports depends on the SEO package chosen by the client. The amounts or numbers mentioned in Dexville's reports are purely indicative and no rights can be derived from these amounts or numbers.

4. CHANGES

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

If the changes or additions to the agreement have financial or qualitative consequences, Dexville shall be entitled to charge the costs thereof to the client. Dexville shall inform the client beforehand.

5. LIABILITY

The general clause of liability as laid down in the General Terms and Conditions shall apply. Dexville shall not be held responsible for the fact that the website of the client is temporarily offline. Furthermore, the client accepts that Dexville shall under no circumstances be held liable for damages caused by disturbances in the electronic services of Dexville 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.

Keyed Ad

1. DEFINITION

These special conditions apply if the client wishes to publish a Keyed Ad number in print media and/or online media.

The Keyed Ad number is a unique, section-related, local telephone number (= area code of your telephone area in Belgium) that is placed in the advertisement of the client in print media of FCR and/or online media as a replacement of the existing telephone number(s) (= telephone number(s), number(s) used for both fax and telephone and GSM number(s)).

Only ordinary telephone numbers are eligible. Special numbers, such as 070 and 0900 numbers, are therefore not eligible.

The Keyed Ad number redirects all incoming calls to a Belgian telephone number chosen by the customer and registers all these calls per time unit.

2. PRICE

A Keyed Ad number is offered free of charge by Dexville, which takes care of all the costs involved.

3. PUBLICATION PERIOD

The Keyed Ad number is activated during a publication period of minimum 1 year, starting from the moment of publication of the advertisement in the print and/or online media.

4. USE

The use of Keyed Ad numbers is mandatory in the context of Dexville's guaranteed products service. A Keyed Ad number may not be published in or communicated on or through any other medium. This is the only way Dexville can guarantee that the number of calls to a Keyed Ad number is effectively generated by the client's advertisement.

5. OWNERSHIP

Dexville is the owner of all Keyed Ad phone numbers.

The client is given the opportunity to buy the Keyed Ad numbers used by him from Dexville after the publication period, but without the facilities linked to the Keyed Ad numbers by Dexville during the publication period (e.g. forwarding and registration of incoming calls).

6. INFORMATION

At the end of the publication period, a Dexville representative will inform the client of the total number of calls to the Keyed Ad numbers in a given section.

7. MISCELLANEOUS PROVISIONS

For callers to a Keyed Ad, nothing changes. They pay the same call charges as if they were calling the existing telephone number. For the client, nothing changes either. Every incoming call is transferred without extra costs.

Dexville does not collect any information that could lead to the identification of the caller via the Keyed Ad number. The telephone number of the caller is not registered by Dexville. The client accepts that Dexville may use the results obtained via the Keyed Ad number for commercial purposes.

Booking**1. OBJECT**

The client can purchase a product from Dexville: Booking. This product includes an online tool (which may be added to the website), which allows end users of the website to make appointments online and which allows the client (among others) to better manage its customer base.

2. DUTY OF COOPERATION

The client shall always be obliged to provide all the cooperation and information required to set up the Booking product.

3. EXCLUSION OF LIABILITY

No guarantees are given with regard to the online tool. The software is provided "as is". Dexville can under no circumstances be held responsible for any damage which may result from:

- (i) the (temporary) unavailability of the software, e.g. due to technical problems, maintenance works, etc;
- (ii) possible defects in the software;
- (iii) loss of data imported into the software.

video**1. PERMISSION**

The client confirms that he/she has received the explicit permission of all persons who are recognisably portrayed in the Advertising or Corporate video for the recording and further use thereof.

2. EXCLUSION OF LIABILITY

Dexville excludes any liability directly or indirectly related to the (content of the) recorded video.

logo**1. INTELLECTUAL PROPERTY RIGHTS**

Dexville designs the logo itself but cannot guarantee that (by chance) the same or a similar logo already exists.

Dexville has not investigated the possible intellectual property rights of third parties and can therefore not be held liable for any claims made by third parties as a result of an infringement of their intellectual property rights. In case of conflicts regarding intellectual property rights, Dexville is always willing to adapt or redesign the logo free of charge.

Once the client has made payment, all intellectual property rights related to the logo are unconditionally and fully transferred to the client.

Dexville does not take care of the copyright protection of the logo. If the client wishes to protect/register the logo, it is up to him/her to take the necessary steps. Dexville cannot be held responsible in any way if the registration of the logo would not be possible.

By signing this quotation, the client confirms that he/she has been sufficiently informed about the above and that he does not require any further information.