

Terms and Conditions

Last updated: 20 June 2024

Article 1. Definitions

"**Account**" means an account enabling a person to access and use the Services;

"**Agreement**" means jointly the Order, the Terms and Conditions, and any Schedules (if applicable) as concluded between the Parties;

"**Business Day**" means any weekday other than a bank or public holiday in Belgium;

"**Business Hours**" means the hours of 09:00 to 17:30 CET on a Business Day;

"**Client**" means the legal entity identified in the Order which signs the Order;

"**Client-induced Incident**" means an Incident caused by (a) any act or omission of the Client, an End-Customer, or any person authorized by the Client to use the Platform or Services; (b) any use of the Platform or Services contrary to the Documentation, whether by the Client, an End-Customer or by any person authorized by the Client; (c) a failure of the Client or an End-Customer to perform or observe any of its obligations in this Agreement; (d) an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software not specified as compatible in the Documentation; (e) abuse or misuse of the Platform or Services by the Client or an End-Customer; (f) caused by any modification or addition to the Platform or Services or the configuration that is performed without prior written consent of ExpectMe, or (g) the failure of any supporting (Third Party or Client's) hardware and/or software;

"**Client Data**" means all data, works, and materials: uploaded to or stored on the Platform by the Client or the End-Customer; transmitted by the Platform at the instigation of the Client or the End-Customer; supplied by the Client or the End-Customer to ExpectMe for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Client or the End-Customer;

"**Client Personal Data**" means any Personal Data that is processed by ExpectMe on behalf of the Client in relation to this Agreement, but excluding data with respect to which ExpectMe is a data controller;

"**Confidential Information**" of a Party means the information of such Party, whether in written, oral, electronic or other form, and which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential or is traditionally recognized to be of a confidential nature, regardless of whether or not it is expressly marked as confidential, including but not limited to, information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, client lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, procedures, codes, and any technical or trade secrets, including all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. The Confidential Information of ExpectMe shall include the Services and Platform, without limitation hereto. The Confidential Information of the Client shall include, without limitation, the Client Data;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Documentation**" means the technical and functional information that ExpectMe contingently makes available to its customers from time to time;

"Effective Date" means the date of execution of this Agreement, as included in the Order;

"End-Customer" means any individual in their capacity of guests of the Client, to whom the Services and Platform will be made available by the Client, and who will be able to use the Services and Platform as an end user, e.g. the End-Customer of the Platform and Services available.

"ExpectMe" means Expect Me BV, a company organized and existing under the laws of Belgium, having its registered office at Sint-Pietersvliet 7, 2000 Antwerpen and with company number 0758.7976.43, provider of the Services and owner of the Platform;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus, or other malicious software attacks or infections, power failures, industrial disputes affecting any Third Party, social strikes or actions, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, and wars);

"Hosting Partner" means Amazon Web Services (or such other provider of hosting services ExpectMe might contract in the future as will be notified to the Client from time to time);

"Incident" means an incident, error, or bug in the Platform having an adverse effect on the appearance, operation, functionality, or performance of the Services. "Client-Induced Incident" shall not constitute an Incident under the scope of this definition;

"Implementation Fee" means the implementation fee specified in the Order in respect of the Services needed for the implementation and set-up of the Platform by ExpectMe for the Client, payable as stated in the Order;

"Initial Term" means the initial period for which the Agreement is being concluded, as set out in the Order. The Initial Term starts on the Effective Date;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Services and the application of Updates and Upgrades;

"Object Code" means software as assembled or compiled on magnetic or electronic binary form on software media that is readable and usable by machines but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering;

"Order" means the order as agreed upon between the Client and ExpectMe, including any Schedules.

"Party" means a party to this Agreement;

"Personal Data" has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

"Platform" means the platform managed by ExpectMe and used by ExpectMe to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services;

"Professional Services" means additional professional services in addition to the Services, requested by the Client from ExpectMe and provided by ExpectMe, including but not limited to the provision of training services and the creation of customizations of the Platform or Services. The Professional Services will be provided at a rate as set out in the Order, namely the Professional Services Fee;

"**Professional Services Fee**" means the professional services fee specified in the Order in respect of the Professional Services;

"**Schedule**" means any schedule attached to the Order of this Agreement;

"**Services**" means ExpectMe's SaaS software and implementation, as specified in the Order, which will be made available by ExpectMe to the Client as a service via the internet in accordance with this Agreement;

"**Subscription Fee**" means the subscription fees due by the Client in exchange for the Platform and Services, calculated as a fee per room per month, as specified in the Order;

"**Support Services**" means the support in relation to the use of the Services, which will include customer services;

"**Supported Web Browser**" means Google Chrome, Safari, and Firefox (or such other web browser ExpectMe might support in the future as will be notified to the Client from time to time);

"**Term**" means the term of this Agreement, being the Initial Term and any Renewal Term;

"**Terms and Conditions**" means these Terms and Conditions including any Schedules;

"**Third Party**": a natural or legal person, a government agency, a service, or other body, not being a Party to this Agreement or an End-Customer;

"**Update**" means a hotfix, patch, or minor version update to the Platform;

"**Upgrade**" means a major version upgrade of the Platform.

Article 2. Platform and Services

- 2.01** ExpectMe shall create an Account for the Client and shall provide to the Client login details on or promptly following the Effective Date in order to access the Platform. The moment whereupon the Client can effectively use the Services and Platform, depends on the implementation onboarding project as agreed upon between the Parties.
- 2.02** ExpectMe hereby grants to the Client a personal, restricted, non-assignable, worldwide, non-exclusive, non-transferable license to use the Services by means of a Supported Web Browser (i) for the internal business purposes of the Client, and (ii) to make the Platform and Services available to its End-Customers, during the Term and as set out in the relevant Documentation.
- 2.03** The Client is entitled to use its license in order to service its End-Customers, but only in accordance with the provisions set out in the Agreement. Under no circumstances shall the Client grant its End-Customers access to its Account(s). The Client can provide access to its End-Customers to use the Platform by generating a personalized link to provide access to the Platform, on which the End-Users can use the Services.
- 2.04** Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by ExpectMe to the Client under this Agreement is subject to the following prohibitions. The Client must not and shall procure that its End-Customers shall not: (a) sub-license, hire, assign, distribute, transfer, sell, lease, rent charge or otherwise deal in or encumber its right to access and use the Services and/or the Platform; (b) permit any unauthorized person to access or use the Services; (c) use the Services to provide services to Third Parties other than the End-Customers; (d) republish or redistribute any content or material from the Services; (e) make back-up copies of the Platform or the Object Code behind the Services or the Platform.

- 2.05** The Client acknowledges to comply with all applicable laws relating to the use of the Services.
- 2.06** For the avoidance of doubt, the Client has no right to access the software code (including Object Code, intermediate code, and source code) of the Platform, either during or after the Term.

Article 3. Professional Services

- 3.01** In addition to the Services and Platform, the Client can require additional Professional Services from ExpectMe through electronic mail as set out in article 19.04 of these Terms and Conditions.
- 3.02** ExpectMe shall provide the Professional Services in complete independence and shall plan its activities as it sees fit. This independence constitutes an essential element of this Agreement, without which the Parties would not have concluded it. In no case shall this Agreement be interpreted as an employment contract between the Client and the person or persons assigned by ExpectMe.

Article 4. Client Cooperation and Warranties

- 4.01** The Client acknowledges that the successful delivery of Services is dependent on, among other things, ExpectMe being able to have access to the necessary Client information and resources for the proper execution of this Agreement. Client will fully cooperate and timely provide ExpectMe, at no cost, with all relevant information, documentation, decisions, and data which is reasonably necessary.
- 4.02 Resources**

Client will provide timely and appropriate access to the Client facilities, personnel, equipment, resources, and systems, reasonably necessary for ExpectMe to execute its obligations under the Agreement and as necessary to facilitate performance of the Services and the Professional Services.
- 4.03 Content**

Client will provide information for inclusion on the Platform, such as descriptions, photos or other material, the general amenities and services of Client, Products made available for bookings, including daily inventory, availability and prices, details, and rate conditions (including all applicable taxes, levies, surcharges, and fees), any applicable policies (including cancellation, deposit and no-show policies) and any other relevant information and restrictions, (the "Content"). The provision of such Content shall comply with the formats and standards provided by ExpectMe.
- 4.04 Accuracy**

Client warrants that Content shall at all times be true, accurate, complete, and not misleading. Client is at all times responsible to inform ExpectMe of any extraordinary events or situations (such as renovation or construction of client products) and updating Content on a daily basis. ExpectMe reserves the right to edit or exclude any Content on becoming aware that it is incorrect or incomplete, or in violation of the terms and conditions under this Agreement.
- 4.05 Trademarks & Intellectual Property Rights**

Client warrants that it fully owns the trademarks and intellectual property rights to any Content provided and that none of the Content will infringe any trademarks, copyrights, or other property rights of any third party. Content shall remain the sole and exclusive property of Client; provided, however, that Client hereby grants ExpectMe a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable license to use and modify Content as it deems necessary for the proper execution of this Agreement and providing the Services hereunder. Content may be edited, modified, and subsequently translated to other languages by ExpectMe for display on the Platform, as well as used for marketing and advertisement purposes.

4.06 Contractual Relationship

By making a Booking through the Platform, a direct contract (and therefore legal relationship) is created solely between Client and End-Customer. Client is bound to accept an End-Customer as its contractual party and to handle the Booking in compliance with Content provided and displayed at the time the Booking was made. Any complaints or claims in respect to the Booking and its consumption, services rendered or offered by Client, or specific requests made by End-Customer are to be dealt with by Client, without mediation by or interference of ExpectMe. ExpectMe is not responsible for and disclaims any liability in respect of such claims. ExpectMe may at all times and at its sole discretion (i) offer Client (support) services to End-Customer, (ii) act as intermediate between Client and End-Customer, or (iii) otherwise assist an End-Customer in its communication with or actions against the Client.

4.07 Compliance

The client warrants it has full right, power, and authority to enter and perform all obligations under this Agreement. Furthermore, Client warrants that it shall comply with the law and all relevant and applicable legal, fiscal and regulatory requirements from time to time in force and shall be solely responsible for obtaining and maintaining all permits, licenses, governmental authorizations, registrations, consents, and approvals necessary at and from relevant authorities for conducting, carrying out and continuing its operations and business, making Products available for booking and performing all obligations under this Agreement. The Client is fully and solely responsible for the content of the information and Content provided to ExpectMe. The Client warrants that the Content, and ExpectMe's access to and processing of the Content in the context of the provision of the Platform in accordance with this Agreement, do not violate any laws or regulations and/or any third party rights. In particular, the Client represents and warrants that no information is distributed through the Platform that in any manner: (i) violates any applicable, local, state, national, regional, or international law, statute, ordinance, or regulations; (ii) is illegal, criminal, deceptive, fraudulent or any other action that is unlawful, or invasive of others privacy; or (iii) adversely or negatively affects or reflects ExpectMe's name, reputation or goodwill.

4.08 Recommendations

ExpectMe may make recommendations in connection with this Agreement. Client is fully and solely responsible for reviewing and evaluating the appropriateness of these recommendations, as well as any decisions made, or actions taken by Client in response to such recommendations.

Article 5. Client Data

5.01 The Client hereby grants to ExpectMe a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client's Data to the extent reasonably required for the performance of ExpectMe's obligations and the exercise of ExpectMe's rights under this Agreement. The Client also grants to ExpectMe the right to sub-license these rights to its hosting, connectivity, and telecommunications service providers to the extent reasonably required for the performance of ExpectMe's obligations and the exercise of ExpectMe's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

5.02 The Client warrants to ExpectMe that the Client's Data, when used by ExpectMe in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law

Article 6. Security and Usage

- 6.01** The Client shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Services using an Account.
- 6.02** ExpectMe shall use all reasonable endeavors to maintain the availability of the Services to the Client, but does not guarantee 100% availability.
- 6.03** The Client must not use the Services: (a) in any way that is unlawful, illegal, fraudulent, or harmful, or (b) in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

Article 7. Usage Control

- 7.01** ExpectMe has the right to monitor and inspect the usage of the Services and the Platform by the Client. If such inspection shows that the Client has underpaid the amount of fees due to ExpectMe, without prejudice to any other rights and remedies available to ExpectMe, the Client shall promptly pay the amount of such underpayment to ExpectMe together with any applicable late payment interest.

Article 8. Intellectual Property Rights

- 8.01** ExpectMe is and remains the sole and exclusive owner of the Platform, the Services and Documentation, and all related Intellectual Property Rights. Nothing herein shall convey title or any proprietary rights in or over the Platform, Services, or Documentation to the Client or any Third Party. The Client shall not in any way acquire any title, rights of ownership, copyright, Intellectual Property Rights, or other proprietary rights of whatever nature in the Platform or Services, including any materials provided under Professional Services or in any copies of it.
- 8.02** The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Platform or Services, or visible during its operation, or on media, or on any Documentation. Client shall incorporate or reproduce such proprietary markings in any permitted backup or other copies.
- 8.03** Any and all Intellectual Property Rights developed or created in the course of the provision of the Professional Services shall vest in ExpectMe upon their creation.

Article 9. Third-Party Infringement Claims

- 9.01** ExpectMe will be given prompt written notice of any Third Party claim on an alleged or actual infringement by the Services, Professional Services or the Platform or other material made available by ExpectMe, and will be granted the right to control and direct the defense and settlement of such a claim. The Client shall be entitled to participate in such proceedings at its own cost. ExpectMe shall keep the Client regularly informed of the status of the proceedings and/or settlement negotiations. The Client agrees to reasonably cooperate with ExpectMe in the defense and settlement of such a claim. In the event the Services or the Platform or such other material as referenced above, in ExpectMe's reasonable opinion, are likely to become or actually become the subject of a claim of infringement as set out above, ExpectMe shall have the right, at its option and expense, to (i) modify or replace the (alleged) infringing material so that it becomes non-infringing while preserving substantially equivalent functionality; or (ii) obtain for the Client the right to continue to use, market and distribute such material as per the terms of this Agreement.

- 9.02** Client shall indemnify, defend and hold ExpectMe and its affiliates harmless from and against any damages, losses, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by ExpectMe arising out of Client's infringement of any Third Party's intellectual property rights.
- 9.03** ExpectMe shall have no liability for any claim which is based upon (i) Client's or End-Customer's unauthorized use of the Services or Platform, (ii) Client's, End-Customer's or any Third Party's modification of any of the Services or Platform, or (iii) Client's or End-Customer's use of the Services or Platform in unauthorized or incompatible combination with any non-ExpectMe products or services.

Article 10. Confidentiality

- 10.01** Each Party shall treat as confidential and keep secret all Confidential Information relating to the other Party and shall not disclose to any Third Party, other than its agents, officers, employees, professional advisors, insurers, subcontractors, or consultants where such disclosure is necessary, any Confidential Information learned during the negotiation and performance of the Agreement. Confidential Information disclosed under this Agreement shall not be used by the recipient thereof for any purpose other than as required for the performance of its obligations under the Agreement.
- 10.02** Both Parties shall take precautions to maintain the confidentiality of the Confidential Information, and in particular the Parties covenant that they: (a) shall not copy or otherwise exploit any component of the Confidential Information other than as herein provided, nor make any disclosures with reference thereto to any Third Party, (b) shall promptly notify the other Party if it becomes aware of any breach of confidence and give the other Party all reasonable assistance in connection with the same.
- 10.03** The provisions of this article shall not apply to any secret or information which: (a) is published or comes into the public domain other than by a breach of the Agreement or, (b) can be shown to have been known by the receiving Party before disclosure by the disclosing Party or, (c) is lawfully obtained from a Third Party or, (d) can be shown to have been created by the receiving Party independently of the disclosure and other than as part of the project.
- 10.04** The restrictions in this article do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation or by any judicial or governmental order or request.
- 10.05** The provisions of this article shall continue in force during five (5) years following the termination of this Agreement.

Article 11. Payment Terms

- 11.01** The Subscription Fee, Implementation Fee, and Professional Services Fee will become payable as set out in the Order and the Terms and Conditions. All payments under this Agreement shall be made via credit card or direct debit (via ExpectMe's designated online, automated payment management tool) or any other agreed payment method (using such payment details as notified by ExpectMe to the Client from time to time).
- Only if Client opts in to prepay Subscription Fee above the standard monthly billing period shall Client be entitled to make payments by regular bank transfer or wireless transfer.
- 11.02** Invoices shall be sent in PDF-format to the Client's email address, specified in the Order, or in writing to the Client's physical address if specifically requested by the Client.

- 11.03** Client agrees to make all payments due to ExpectMe under the provisions of this Agreement before or on the due date indicated on the invoice and in euro, unless Parties have agreed otherwise in writing. In event of late payment, all Client payment obligations to ExpectMe will immediately become due and payable.
- 11.04** All fees payable to ExpectMe under this Agreement shall be paid without the right to set-off or counterclaim and free and clear of all deductions or withholdings whatsoever, unless the same are required by law, in which case the Client undertakes to pay ExpectMe such additional amounts as are necessary in order that the net amounts received by ExpectMe after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding. Sums stated to be payable under this Agreement do not include any applicable value added tax or other taxes, which shall be additionally charged to the Client. The Client is responsible for payment of all general, state, or local import, usage, value-added, withholding, or other taxes associated with the supply or use of the Services or Platform. The Client shall promptly reimburse ExpectMe for any such taxes or duties paid by ExpectMe.
- 11.05** The amount of any invoice which has not been paid within thirty (30) days from the invoice date shall automatically be subject to a late payment interest equal to the legal interest rate of the Act of 2 August 2002 on late payment interests in commercial transactions, which interest shall be compounded daily as of the due date until receipt of full payment by ExpectMe. In addition, Client shall pay all costs incurred by ExpectMe, as a result of the (extra)judicial enforcement of the Client's payment obligation under this article, with a minimum of 150 EUR. If Client fails to pay any outstanding amounts within sixty (60) days from receipt of a written default notice, ExpectMe shall be entitled to suspend its obligations and the Client's rights hereunder until receipt of payment of such outstanding amounts.
- 11.06** Each invoice made by ExpectMe shall be deemed to have been accepted by the Client if it is not disputed by registered letter sent to ExpectMe wherein the reason for the dispute is explained, and this within thirty (30) days after the invoice date of that specific invoice.
- 11.07** In the event the use of the Platform, Services, or Professional Services give rise to additional costs and/or expenses for the Client from third parties (including but not limited to software integration costs), such costs are exclusively the Client's responsibility and cannot be claimed from ExpectMe.

Article 12. Limitation of Liability

- 12.01** The limitations and exclusions of liability set out in this article and elsewhere in this Agreement govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 12.02** Neither Party shall be liable to the other Party in respect of any losses arising out of a Force Majeure Event.
- 12.03** Subject to the maximum extent permitted by applicable law, ExpectMe's liability under this Agreement in respect of each event (or series of connected events) shall not exceed the Subscription Fees paid by the Client to ExpectMe under the present Agreement for a period of twelve (12) months prior to the date of the event (or last of the series of connected events) giving rise to the claim.

12.04 Under no circumstances shall ExpectMe be liable to the Client and/or End-Customer for any indirect, punitive, special consequential, or similar damages (including damages for loss of profit, anticipated savings, lost revenue or income, loss of use or production, loss of business, loss or corruption of data, loss of database or software, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and Third Parties' claims. Each Party shall have the duty to mitigate damages.

Article 13. Term

13.01 The Agreement shall commence on the Effective Date and shall continue in effect for the Initial Term and shall thereafter automatically and tacitly renew for successive Renewal Terms, unless written notice of non-renewal is given by either Party at least one (1) month (or any other notice period as agreed upon between the Parties in the relevant Order) prior to the expiration of the Initial Term or any (subsequent) Renewal Term.

13.02 ExpectMe may terminate this Agreement and/or user rights granted hereunder by written notice to the Client, if the Client fails to pay to ExpectMe any amount due hereunder and the Client fails to cure such failure to pay within sixty (60) days from the date of such notice. The Client acknowledges and agrees that any use of the Services or Platform outside the scope of the license as set forth in the Agreement, unless such use has been expressly approved in writing by a duly authorized representative of ExpectMe, shall entitle ExpectMe to immediately terminate (or alternatively, at ExpectMe's option, suspend) one or more of the licenses granted hereunder and/or the Agreement for material breach by the Client, without any formalities being required and without prejudice to any other right or remedy available to ExpectMe pursuant to this Agreement or under applicable law.

13.03 Either Party may terminate this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days from the date of receipt of such notice by the breaching Party, provided that ExpectMe shall be entitled to terminate the Agreement (or alternatively suspend the Services and/or user rights granted hereunder) on giving written notice in the event the Client breaches the license terms hereunder or infringes ExpectMe's Intellectual Property Rights. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: (i) a Force Majeure Event; (ii) a fault or failure of the Client's computer systems or networks; (iii) any breach by the Client of this Agreement; or (iv) scheduled maintenance carried out in accordance with this Agreement.

13.04 Either Party may terminate the Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

13.05 Upon termination of the Agreement for whatever reason, the Client shall promptly pay ExpectMe all fees and other amounts earned by or due to ExpectMe in respect of the Services and use of the Platform, up to and including the date of termination, including (non-exhaustive list) the full Subscription Fees, Implementation Fee, and Professional Services Fees.

Article 14. Maintenance

14.01 ExpectMe shall provide the Maintenance Services to the Client during the Term.

14.02 ExpectMe shall, where practicable, give to the Client at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Services or are likely to have a material negative impact upon the Services.

Article 15. Support Services

15.01 As of the Effective Date and in consideration of the timely payment by the Client of the Subscription Fees, Implementation Fee, and Professional Services Fees, as the case may be, ExpectMe shall provide Support Services in Dutch and English in relation to the Services and Platform as set out in the Order.

Article 16. Warranty

16.01 The Client acknowledges and agrees that the Services and the Platform are provided "as is". Except for the foregoing warranty and to the maximum extent permitted by applicable law, ExpectMe does not make any representations or warranties, express or implied, concerning any matter under this Agreement (including the Services and the Platform), and ExpectMe disclaims any representations or warranties, express or implied, including (without limitation) any implied warranties of accuracy or completeness of data, fitness for a particular purpose, merchantability, or non-infringement.

Article 17. Hosting

17.01 The Services and Platform are hosted by the Hosting Partner, and ExpectMe is entitled to provide the Hosting Partner's Services ("**Hosting Services**") to the Client. The Client represents and warrants that it accepts the terms and conditions of the last version of the Hosting Partner's terms of use as available on its website (the "**Hosting Terms**") and acknowledges and agrees that the Hosting Partner shall retain the right to unilaterally change these terms at any time.

The Client shall indemnify and hold harmless ExpectMe for any non-compliance with such terms. ExpectMe shall not be responsible for any non-availability of the Platform to the extent due to any Hosting Partner.

17.02 The Client acknowledges that the Hosting Services will be performed in dedicated the Hosting Partner's datacentres. The warranties set out in the Hosting Terms are not applicable in case the non-conformity with the service level terms and conditions is due to accident, misuse, or use in any other way which is not compatible with the Hosting Terms or the present Agreement. ExpectMe and the Hosting Partner do not give any other warranties and reject all other explicit, inexplicit, or legal warranties, including warranties in respect of merchantability, fitness for a particular purpose, adequate quality, title, or non-infringement. ExpectMe shall in no event provide any warranty in respect of the Hosting Services.

17.03 The Client, on behalf of its users, gives the Hosting Partner the permission to process all Personal Data as contemplated by this Agreement.

17.04 The maximum liability of ExpectMe and the Hosting Partner for all claims in respect of the Hosting Services, is limited to only direct damages and will in no event exceed the amount of the Subscription Fees paid by the Client to ExpectMe during the past six (6) months prior to the event which gave rise to the claim. These limitations are applicable regardless to the determined liability based on breach of contract, risk liability, breach of terms of warranty, or any other legal ground and to the extent permitted by applicable law.

Article 18. Privacy and Data Protection

18.01 Each Party shall comply with all applicable legal requirements regarding privacy and data protection, more in particular with the General Data Protection Regulation of 27 April 2016 ("**GDPR**") with respect to the processing of personal data (as defined in the GDPR).

- 18.02** The Client represents and warrants to ExpectMe that it has the legal right to disclose any personal data that is available to ExpectMe under or in connection with this Agreement (including, but not limited to, any personal data that might be disclosed by the End-Customer while using the Services and the Platform) and that the Client has a valid legal ground to process such personal data and to disclose such personal data to ExpectMe in accordance with applicable law. The Client undertakes to sufficiently inform all data subjects about such processing activities by the Client and/or ExpectMe (as applicable) in accordance with applicable law.
- 18.03** ExpectMe shall use Client's personal data in accordance with the Data Processing Agreement as concluded between the Parties and as attached hereto or otherwise referenced in the Order.
- 18.04** If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use their best endeavors promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

Article 19. Miscellaneous

19.01 Severability

If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless continue in full force and effect. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

19.02 Survival

The provisions of this Agreement that are expressly or implicitly intended to survive termination, shall survive any expiration or termination of this Agreement.

19.03 Waiver and entire Agreement

This Agreement may be modified or amended only by written agreement executed by a duly authorized representative of both Parties hereto. This Agreement may be waived only by a written document signed by the Party entitled to the benefits of such waiver. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations, or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express clauses of this Agreement..

19.04 Notices

Any notice required to be served by this Agreement shall in first instance be given by electronic mail to the email addresses set out in the Order. All notices given by electronic mail, shall only be valid in case confirmation of receipt was expressly given by electronic mail by the receiving Party. In case no confirmation of receipt was given by the receiving Party within five (5) Business Days, all notices can be done in writing and served by personal delivery or registered letter, addressed to either Party at its address given in the Order or to such other address as a Party may designate by notice hereunder. All notices shall be deemed to have been given either (i) if by hand, at the time of actual delivery thereof to the receiving Party at such Party's address, (ii) if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the 5th Business Day following the day such mailing is made.

19.05 Publicity

ExpectMe shall have the right (unless otherwise indicated in the Order) to use any trademarks or other marks of the other Party (including the other Party's corporate name) for marketing or promotion purposes, such as (but not limited hereto) client references on ExpectMe's website and sales presentations.

19.06 Interpretation

In this Agreement (unless the context shall otherwise require or permit):

- a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, or re-enacted;
- b) Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and incorporate; and each case vice versa;
- c) The headings or captions to the articles are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

19.07 Relationship between the Parties

The relationship between ExpectMe and the Client is that of independent contractors. Neither Party is agent for the other, and neither Party has any authority to make any contracts, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent for express purposes connected with the performance of this Agreement.

19.08 Force Majeure

Neither Party will be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement due to a Force Majeure Event. If a Party refers to a Force Majeure Event, he must immediately (at least within five (5) Business Days) inform the other Party of the nature of the Force Majeure Event, stating the date when the Force Majeure Event comes or has come into effect, and also when it will have ceased to exist. In this case, the Party must use its best efforts to keep the consequences to a minimum.

19.09 Non-Assignment

Client shall not assign or otherwise transfer any of its rights or obligations under this Agreement without ExpectMe's prior written consent. ExpectMe's consent should be requested by registered letter, disclosing the identity of the prospective transferee. Subject to any restrictions on assignment herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assignees.

19.10 Language

The Agreement is in the English language only, which language shall be controlling in all respects. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the English or Dutch language.

Article 20. Special Terms and Conditions

20.01 The Parties undertake to comply to the additional Special Terms and Conditions, if applicable, as set out in the Order.

Article 21. Applicable law and jurisdiction

21.01 This Agreement shall be governed by and construed in accordance with the laws of Belgium, and the Parties hereto submit to the exclusive jurisdiction of the competent courts of Antwerp (Antwerp division). The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.