

## General terms and conditions of service and licences Q7Leader

### 0. Definitions

In accordance with the terms and conditions of service, the following concepts shall have the meaning indicated in this section (when in capital letters).

**« Access rights » :**

all contractual rights to access MyQ7Leader™ and/or MyQ7Reward™, in accordance with the technical procedures and protocols established by Q7Leader in accordance with the contract between the parties

**« Basic offer » :**

standard services that the Customer can use through the MyQ7Leader™ and/or MyQ7Reward™ app and which may be subject to subsequent changes

**« Communication » :**

any communication sent regularly by Q7Leader by email regarding MyQ7Leader™ and/or MyQ7Reward™, administrative emails and newsletters

**« Client » :**

any individual or legal entity, as well as any person who orders the Services from Q7Leader and/or enters into a contract with Q7Leader on behalf of or on behalf of that legal entity. The individual is considered to be at least 18 years old.

**« Customer data » :**

all content, information and data - including personal data - entered and downloaded into MyQ7Leader™ and/or MyQ7Reward™ by the Customer using MyQ7Leader™ and/or MyQ7Reward™

**« Demo » :**

The demo version of MyQ7Leader™ and/or MyQ7Reward™, which allows the Customer, before entering into a contract with Q7Leader, to use MyQ7Leader™ during the period agreed with Q7Leader

**« Documentation » :**

any documentation provided by Q7Leader relating to Q7Leader solutions and the MyQ7Leader™ and/or MyQ7Reward™ applications.

**« Q7Leader » :**

name for Q7Leader srl, headquartered at 1180 Brussels, Chaussée de Waterloo 868-870 - registered under the VAT number BE 0655.761.273, distributor of Q7Leader solutions

**« Adjunct » :**

any agent, administrator, partner, employee and affiliate of Q7Leader

**« Duration » :**

The initial or renewed period - i.e. the quarter or year - during which the Customer can use MyQ7Leader™, as set by the Customer when ordering the Services « MyQ7Leader™ » : Q7Leader's talent management application made available to the customer as part of the contract

**« The Application(s) » :**

The applications MyQ7Leader™ and/or MyQ7Reward™

**« User » :**

any customer user for whom the Customer has ordered a User Account

**« User account » :**

The user account that a user has access to through their personal ID to access the Application(s)

**« Website » :**

<https://www.q7leader.com> and any Q7Leader website in the country where Q7Leader is located

## 1. Scope

Any commercial relationship between Q7Leader and the Customer, relating to the Application(s), will be governed by the terms of service as defined in this document.

By entering into a contract with Q7Leader - including access to the Demo - the Client acknowledges that he/she is aware of the Terms & Conditions of service as well as the data processing agreement - and therefore accepts both documents. The terms of service always prevail over the general terms and conditions of the Customer, even if it is stipulated that they are the only valid conditions.

The invalidity of one or more provisions of these Terms of Service or any part thereof shall not affect the validity and enforceability of the remaining provisions and/or the remainder of the provision concerned. In the event of invalidity, the parties shall negotiate to replace the invalid provision with an equivalent provision that is consistent with these Terms & Conditions of Service. If the parties fail to reach an agreement, the competent court may mitigate the invalid provision to the extent that is (legally) permissible.

The (repeated) inability of Q7Leader to exercise a right can only be interpreted as tolerance of a particular situation and should not result in forfeiture of rights. These terms of service do not affect the legal guarantees granted to the Customer-Consumer under Belgian consumer protection legislation.

Q7Leader reserves the right to change its terms & conditions of service whenever it wishes. Q7Leader is committed to informing the Customer through Q7Leader communications.

## 2. Offer

Catalogues, brochures, newsletters, folders, Q7Leader Communications and other promotional announcements, as well as postings on the Website, are absolutely non-binding, and can only be considered by Customer as an offer to order one of the Application(s) and associated services, unless explicitly stated otherwise.

Each offer will be valid only for (i) a specific purchase, and therefore will not automatically apply to subsequent (similar) purchases, as well as for (ii) the duration stipulated in them.

## 3. Demo

Each potential customer will have the opportunity to use the Demo free of charge via the access available to them. Upon registration, the Potential Customer will receive an email containing the Account and activation password. Use of the Demo can be deactivated once 14 calendar days have elapsed since registration.

However, the potential Customer will be able, during the duration of the Demo as well as upon its termination, to enter into a (permanent) contract with Q7Leader regarding the Application(s), in which case the conditions covered by Article 4 must be respected.

## 4. Contract conclusion

Customers can order one of the Application(s) by contacting their contact person at Q7Leader or by email at [info@q7leader.com](mailto:info@q7leader.com). A contract takes effect only after the order has been confirmed or when Q7Leader makes the Services available to the Customer.

The Customer declares and certifies in all cases that (i) all the information submitted (at the time of registration) is complete, truthful and accurate and (ii) that it will maintain the accuracy of this information. Q7Leader is entitled to request additional information about the Customer, its activities or its creditworthiness at any time. In (i) the absence of communication of the latter, (ii) if there is any doubt about the identity of the Customer or (iii) if it appears that the Customer intends to resell the Application(s) itself without permission, Q7Leader is entitled to refuse to execute the order or suspend it. A refusal to provide access to an Application will never allow the Customer to receive any form of compensation or damages.

## 5. Delivery

Upon completion of the contract, the Customer will have access to the Application(s) which is provided in the form of "Software as a Service (SaaS)." This right of access simply implies the non-exclusive and non-transferable right to use the Application(s).

The provision of the User Account to the Customer will correspond to the delivery of the Application(s). During delivery, the Customer is required to inform Q7Leader of any non-compliance within 48 hours of delivery through the support service or by sending an email ([support@q7leader.com](mailto:support@q7leader.com)).

If no complaints are made during this 48-hour period, the Customer is deemed to have approved and accepted the delivery.

## **6. User account**

Customers must be able to access the Application(s) through the User Account.

Any changes or additions to the Contract after the User Account (or additional User Accounts) are made available will only be considered valid after written approval by Q7Leader.

In addition to a User Account, the Customer can receive additional User Accounts. Each User Account belongs to one person and therefore cannot be shared with other people. Each User is advised to create a unique password. The Customer is solely responsible for the protection and security of User Accounts. In this context, each User must ensure the confidentiality of his/her account, including the confidentiality of login data such as the password. Therefore, they should never disclose their login data to Q7Leader (for example, when you use Q7Leader's support service - see Article 19). Any loss or misuse of this login data may therefore result in a customer's liability to Q7Leader.

In addition, it is strictly forbidden to:

- Request login data from other Users
- Sign into someone else's account
- Use the Application(s) fraudulently (for example, using a fake account and/or providing false information)
- Pretending to be another person when using the Application(s) without having the necessary permission. Such action may result in civil and criminal penalties.

The Customer must immediately (i) penalise or sanction any unauthorised and abusive use and (ii) inform Q7Leader in writing of such use and of any contentious registration findings.

A well-founded and reasoned notification may lead to the temporary and/or permanent deletion and/or suspension of one or more User Accounts. Q7Leader reserves a large margin of discretion to ensure the best quality of the Services. In any event, Q7Leader shall not be liable for any loss or damage resulting from Customer's failure to comply with the requirements described above.

## **7. Right of Withdrawal**

In accordance with Book VI Market Practices and Consumer Protection of the Belgian Economic Law Code ("WER"), each Customer (in their capacity as a consumer) has a right of withdrawal in respect of products and/or services purchased on the Internet, by e-mail or telephone.

However, the delivery of the Application(s) - that is, the delivery of digital content, which is not delivered on a hardware medium – should be considered as an exception to the right of withdrawal since the Customer/Consumer explicitly accepts (i) that the delivery of the Application(s) begins and (ii) also acknowledges that they it will no longer be allowed to assert their right of withdrawal (art VI.53). As a result, the Consumer/Customer no longer has any right of withdrawal with respect to the Application(s) services that have been ordered.

Notwithstanding the foregoing, Q7Leader offers each Customer (including a Consumer/Customer) the opportunity to use the Demo prior to entering into a contract with Q7Leader. By making this Demo available, Q7Leader is therefore offering more than is required by law. Professional clients do not have a right of withdrawal under any circumstances.

## **8. License pricing**

The Q7Leader Basic Offer is offered at an annual fixed price. Prices are expressed in euros and TVA, unless otherwise stated.

Under no circumstances does Q7Leader guarantee that it will maintain its prices for a given period of time, which depend on the market situation, nor that it will maintain the same prices in all the countries in which it operates. In the event of a price increase, Q7Leader undertakes to inform its existing customers through Q7Leader Communications at least 6 months before the new prices are applied. Any price changes for the licenses will only apply on the anniversary date of the contract.

All commercial discounts on the Basic Offer mentioned orally (e.g. by telephone) must be confirmed in writing (e.g. on the corresponding invoice) to be valid. The Client acknowledges that these rebates are applicable only in accordance with the guidelines and conditions explicitly stated in this regard. These discounts are granted on a one-time basis for the initial duration. Any other practice is considered a commercial gesture and only applies as long as it is not revoked by Q7Leader. The Client recognizes that discounts (as well as all other promotional gifts) are not cumulative, that they are personal in nature and that they can never give rise to acquired rights.

## 9. Changes to User Accounts

The Customer is free to cancel a user account by sending an email to [sales@q7leader.com](mailto:sales@q7leader.com). This notice must be given no later than 60 days prior to the renewal date. In the event of a late notification, Q7Leader is entitled to charge the MyQ7Leader Customer™ for the duration of the next term, even if the Customer no longer uses it.

Request to decrease the number of User Accounts are only made from the annual renewal date. As a result, the Customer is not entitled to any refund for any non-use of User Accounts during the originally agreed period.

## 10. Billing

By ordering the Services, the Customer explicitly accepts the electronic billing of Q7Leader, unless otherwise agreed by the parties in writing.

An invoice will be sent to the (electronic) address provided by the Customer at the time of ordering an Application. The Customer is committed to informing Q7Leader as soon as possible of any changes in this regard. Unless there is an explicit agreement to the contrary, Q7Leader invoices are automatically settled by Q7Leader in full by bank card or SEPA direct debit - depending on the customer's preference specified at the time of myQ7Leader™ - on the date of the invoice (and without any discount). If payment by credit card or direct debit is not possible, the amount charged must be paid within 30 calendar days of the billing date. In the event of a SEPA direct debit payment, Q7Leader therefore officially deviates from the legal requirement for prior notification, 14 days before settlement, on the basis of internal procedures.

For the processing of its payments, Q7Leader uses the services of professional and specialized external partners who operate a payment platform. Online payments are established using secure protocols. All online payments are subject to the terms and conditions of the external payment platform administrator, who is fully responsible for the correct processing of all online payments.

The Customer's financial data entered as part of an online payment is exchanged only between the external partner and the financial institutions concerned. Q7Leader does not have access to the Client's confidential financial data.

Invoices can only be legally challenged by the Customer by email [invoices@q7leader.com](mailto:invoices@q7leader.com) within 7 calendar days of the billing date, indicating the date of the invoice, the invoice number and detailed reasons. Such a dispute does not relieve the Client of their obligation to pay.

Unconditional payment by the Customer of the invoice amount shall be deemed to be an explicit acceptance of the invoice. Partial payments made by the Client are always accepted, subject to change and without any loss, and are charged first against collection costs, then against damages, then against interest due and finally against the principal amount, with preference being given to charging the oldest open principal amount.

If the Customer terminates the Contract (for whatever reason) (see Article 15), the amounts already paid to Q7Leader will be retained by Q7Leader and will not be returned.

## 11. Late Payment

In the event of non-payment on the due date, the sums due to Q7Leader will, by right and after the first payment reminder e-mail, be increased by interest at a monthly rate of one percent (1%) as from their due date, any month begun being deemed to have elapsed, as well as an irreducible conventional and fixed indemnity equal to 5% of the unpaid amount, with a minimum of €75. In the event of default or late payment, Q7Leader further reserves the right to suspend all deliveries or services to the Customer, whether or not in connection with the license or unpaid services, until full repayment of all remaining amounts due, including compensation and interest on arrears.

In addition, Q7Leader may consider the entire order (or part of it) as cancelled if the aforementioned payment has not been made, even after formal notice. This will also result in all other invoices of Q7Leader to the Customer becoming immediately due and payable, even if not yet due, and all permitted terms of payment will cease to apply. The same shall apply in the event of imminent bankruptcy, judicial or amicable dissolution, suspension of payment and any other facts showing that the Customer is insolvent.

## 12. Using the Application(s)

### 12.1. General

As long as this contract remains in effect, the Customer can use the Application(s) as part of the Customer Access Rights, the extent of which is determined at the time of the order. The scope of these Access Rights may be limited or extended for the duration of the contract.

The Customer acknowledges that only their Users can use the Application(s) and this only for the professional and internal purposes of the Customer and in accordance with all applicable laws, rules and regulations established by the authorities.

The Customer agrees that compliance with this article is an essential condition of the contract. Access to the Application(s) and its use by the Customer requires an Internet connection and the use of a modern Internet browser. If the browser used is out of date, the Client may not be able to use all myQ7Leader functions™ or functions may not work optimally.

The Customer will be fully responsible for complying with these terms of service, as well as the acts and omissions of all users who use the Application(s) through the User Account. The Customer will not allow access or use of the Application(s), or Documentation by anyone other than Users.

## **12.2. Restrictions**

The Customer undertakes not to abuse access rights and therefore will not be able (this list is not exhaustive):

- Sell, resell, license or sub-license, lease or distribute the Application(s), or include the Application(s) or derivatives in a service office or in an outsourcing offer to a third party
- Copy, modify, adapt, alter, translate or create by-products based on the Application(s) (other than copies, modifications or by-products made exclusively from reports or previews created solely for the internal needs of the Client)
- Engage, nor allow others to engage in reverse engineering, disassembly or decompiling of the Application(s).
- Use the Application(s) for illegal or illegal purposes or for the transmission of data that is illegal, defamatory, intrusive of the privacy of others, abusive, threatening, harmful or that violates someone's intellectual property (non-exhaustive list).
- Use the Application(s) to conduct or promote illegal activities
- Use the Application(s) for the transfer of "spam," "spam," "email chains," "phishing" or any other mass spam; • Use the Application(s) to spy, harass or harm another person
- Disrupt the smooth running of the Application(s) and/or the website. It also means that Customers will have to refrain from using viruses, Trojans or other software that could harm the services and interests of Q7Leader and its Customers. Customers should also avoid content that may add to or disrupt the website infrastructure and its proper functioning
- Send commercial and/or unsolicited messages, such as spam, spam and email chains
- To add content that can be described as inappropriate in relation to the objective pursued by the Application(s).

Q7Leader reserves a large margin of appreciation and can inform Customers when they go too far

- Bypass Q7Leader's business model
- Use the Application(s) or the Website in any way that may result in a false or misleading statement, attribution or misrepresentation of Q7Leader or a third party.

## **13. Intellectual property**

### **13.1. Intellectual property rights of Q7Leader**

The Customer explicitly acknowledges that Q7Leader is and remains the sole owner of the Application(s) and/or any other related intellectual property rights. All these rights and goodwill are, and will remain the property of Q7Leader.

Therefore, The Access Rights granted to the Customer only imply the right to use - for a fee - of the Application(s) and no implied license will be granted under this contract. Under no circumstances does this right:

- Does not involve a transfer of ownership of the Application(s) and Q7Leader Documentation to the Customer;
- Does not grant the Customer rights or interests in the Application(s), the trade names and/or trademarks of Q7Leader
- Does the Customer have the right to ask Q7Leader to provide a copy of any software or other product used by Q7Leader to provide the Application(s).

The Customer will therefore not use any trademarks, trade names or brand names of Q7Leader (such as, but not limited to, their use in metatags, keywords or hidden text), without the explicit written consent of Q7Leader.

Without prejudice to the right of the Client or any third party to defy the validity of any intellectual property of Q7Leader, the Client will not perform or authorize any third party to perform any act that would invalidate or invalidate or could be inconsistent with any intellectual property of Q7Leader - including, without limitation, any patent, copyright, registered design, trademark or other property industrial or intellectual - and will not omit or authorize any third party to omit to perform any act which, by its omission, would have that effect.

The Customer undertakes to notify Q7Leader of any actual, potential or alleged infringement of any Q7Leader intellectual property rights that would be brought to the customer's attention, and of any third-party claims arising from the use of the Application(s).

### **13.2. Documentation**

Subject to these terms of service, Q7Leader hereby grants the Customer a non-exclusive and non-transferable license during the duration of the contract (see Article 14) to reproduce copies of the Documentation only for use by the Customer as part of their Access Rights. The Customer acknowledges that:

- No rights are granted to publish, modify, adapt, translate or create works derived from documentation;
- Documentation is part of Q7Leader's intellectual property and hereby agrees to faithfully reproduce all ownership notices, including copyright notices, trademarks or confidentiality notices contained in copies of the Documentation.

### **13.3. Client Intellectual Property Rights**

In addition, without giving any rights, title or interest, the parties agree that Q7Leader is authorised to make specific informational references to the customer's trade names, trademarks or service marks (collectively, the "brands"), for example by incorporating the Customer's Trademarks on its homepage, provided that Q7Leader immediately ceases any use of any Trademark held by the Customer upon receipt of Customer's notice requiring it to cease such use.

### **14. Duration**

Any agreement between Q7Leader and the Customer regarding the use of the Application(s) will have a fixed duration of one year. The duration will be automatically extended by one year if the contract is not terminated by the Customer no later than 60 calendar days before the termination of the contract, which will allow Q7Leader to charge the Customer for the renewed duration.

### **15. Termination**

#### **15.1. Customer termination**

The Customer can terminate the Contract by giving notice by email to [sales@q7leader.com](mailto:sales@q7leader.com):

(i) At any time and for any reason, as long as this termination takes place at least 60 calendar days before the expiry of the Duration of the Contract. Any termination by the Customer less than 60 days schedule before the expiry of the Duration will be void since the contract will be automatically extended (see Article 14). As a result, the Customer will be required to pay the invoice for the Renewed Period even if the Customer does not intend to continue using the Application(s).

(ii) In the event that they cannot accept one or more of the following circumstances (non-exhaustive list) and such a termination occurs within 30 calendar days after being informed by Q7Leader: (i) a change in the offer, resulting in a significant disadvantage for the Customer, (ii) an amendment made to these terms of service by Q7Leader (see Article 1) or (iii) any price adjustment by Q7Leader (cfr. Article 8). Under no circumstances does this allow the Customer to claim any form of damages or compensation from Q7Leader.

However, prior to such termination by the Customer, and in all cases before deactivation by Q7Leader, the Customer will have the opportunity to export Customer Data using the available export tools.

#### **15.2. Termination by Q7Leader**

Notwithstanding any other rights or recourse that Q7Leader may have with respect to the Client, Q7Leader may terminate the contract at any time and without legal intervention in exceptional circumstances making it impossible to continue any professional cooperation between Q7Leader and the Client. The Client agrees that the following circumstances should be considered exceptional circumstances:

(i) If Q7Leader finds or has serious grounds to believe that:

- Customer data is false, misleading, inaccurate or out of date;
- The Customer materially violates any of the provisions of these Terms & Conditions of Service and, notwithstanding a notification from Q7Leader ordering (i) to rectify the situation, as well as (ii) refrain from such a violation and, if possible, (iii) to prevent such violations or violations from occurring in the future, if such a request fails to be met within 30 days of receiving such a notification, without prejudice to Q7Leader's claim to the defaulting Customer Additional compensation as a result of this contractual breach;

- The Customer uses the Application(s), the App and Services for unauthorized, illegal and/or inappropriate purposes.
- The contract with the Customer is based on incorrect or false information about the customer;
- The Client has ordered the Services for reasons that cannot be considered objectively reasonable and acceptable.

(ii) If the Customer ceases to make payments, files a declaration of bankruptcy, is declared bankrupt, enters into insolvency or similar proceedings or is being liquidated;

(iii) If the Customer commits an act of dishonesty, disloyalty or fraud against Q7Leader, their company or the Application(s);

In the event of such termination, notified by e-mail, the contract will be automatically terminated without notice or compensation and without affecting the right to compensation.

### **15.3. Consequences of termination**

Upon termination of this Agreement:

- By the Customer, Q7Leader undertakes within 2 working days - but not before the current term expires - to disable the Customer's User Accounts and will have to make every effort to inform the Customer of this deactivation beforehand;
- Q7Leader, the latter must (i) disable the Customer's User Accounts and (ii) inform the Customer that they have the possibility, for a period indicated in the notification communication, to export Customer Data through the available export tools; Q7Leader has the right to refuse any request from the Client to enter into a (new) contract relating to the use of the Application(s).

Each party will cease its use and will return the confidential information and proprietary documents of the other party. If the Customer has not exported their Customer Data before terminating the contract or within the time allowed by Q7Leader following its termination, Q7Leader will first delete the Customer Data by "archiving" and thereafter, once six (6) months (maximum) have elapsed, it will render Customer Data anonymous.

Articles 13, 16, 17 and 18 shall remain in full effect in accordance with their terms, notwithstanding the expiry or termination of this Convention for any reason. The termination of the contract, for any reason whatsoever, shall be without detriment to the rights acquired by each of the parties.

## **16. Liability**

Q7Leader's liability will be limited to the lowest amount of the following two amounts: (i) the value of the last invoice for the Application(s) or (ii) the amount of payment of the insurance policies concluded by Q7Leader, and will in any case be limited to compulsory liability under Belgian law.

Unless explicitly stated in these terms of service and within the limits of what the applicable legislation allows, the Application(s) as well as documentation and all other products or services provided by Q7Leader are provided "as is". Q7Leader thus refuses any promise, condition, declaration and guarantee - expressed or implied - including, but not limited to, any implicit guarantee of adequacy to a particular use, satisfactory quality, reasonable competence and attention, system integration and/or data accuracy.

In addition, Q7Leader does not guarantee that the Application(s) will meet all customer requirements. In addition, the Customer has the option (i) to use the Demo (see Article 3) before becoming a Paying Customer and (ii) to request additional information from Q7Leader at any time in this regard. As a result, the Customer states that he has been sufficiently informed of the content and scope of the Application(s).

Notwithstanding the generality of the previous section, Q7Leader does not guarantee that : (i) the performance of the Application(s) will be uninterrupted or error-free, or that all errors and/or bugs will be corrected (in a timely manner), (ii) the Application(s) will be consistently available, virus-free, timely and complete, or (iii) the information provided by the Application(s) is complete, correct, accurate and not misleading.

The intended use of the Application(s) by the Customer and/or Users is carried out at their own risk and under their full responsibility. Q7Leader cannot in any way be held liable for any direct or indirect damage resulting from this intended use. As a result, the Customer and/or Users will be solely responsible for any damage caused to their computer (programs), wireless devices and/or other equipment resulting from the use of the Application(s).

Q7Leader will not be responsible for:

- Indirect and/or consequential damage (including, but not limited to, loss of income, loss of intangible property and damage to Client property caused by the Application(s)). This limitation of liability also applies when Q7Leader has been specifically informed of the potential loss by the Customer;
- Defects that have been directly or indirectly caused by an act committed by the Client or by a third party, regardless of whether they are caused by error or negligence;
- The damage caused by the use of the Application(s) for a purpose other than the purpose for which it was developed or that intended by Q7Leader;
- Additional damage caused by continued use by the Customer and/or Users after a defect has been discovered;
- The loss or incorrect use of Customer Data, unless it is solely attributable to it;
- Damage caused by non-compliance with any advice and/or guidelines that may have been given by Q7Leader, which Q7Leader always provides on a discretionary basis;
- Damage caused by force majeure or hardship (see Article 23).

In addition, the Client accepts that Q7Leader does not offer any guarantee that the Application(s) complies with applicable regulations or requirements in any legal area, with the exception of regulations or requirements applicable in Belgium at the time of the conclusion of the contract. Q7Leader cannot therefore be held responsible for any subsequent changes in these laws and/or regulations.

The Customer is deemed not to provide (confidential) information (for example, an Excel sheet containing data, including Customer Data) or any login data to a Q7Leader employee in any way and for any reason. If the Customer, contrary to the above, provides this data to Q7Leader, the Customer acknowledges that it is acting entirely at its own risk. In this case, Q7Leader cannot guarantee the same security and confidentiality with respect to the information provided as those guaranteed for Customer Data.

The Customer recognizes that Q7Leader's liability can only be invoked by the Customer directly and not by a third party, such as the person to whom the Customer Data relates. The Customer will compensate and/or guarantee Q7Leader and/or The Q7Leader Adjunct of and against any claims of any kind that may arise from the existence, implementation, non-compliance and/or termination of these terms of service and which were caused by its own negligence, fault or carelessness or by one of its Users. Finally, it is up to the Client to inform its Administrator and users of the provisions of this Article (and the rest of these terms of service).

## **17. Personal data and privacy**

The Client acknowledges that - with regard to the processing of Customer Data - they will act as the processing manager and Q7Leader as a subcontractor. All arrangements made between the parties in this regard will be exclusively governed by the data processing agreement, as concluded between the parties and made available to the Client. In light of the above (see Article 1), the Client explicitly acknowledges that, by ordering the Services or entering into a contract with Q7Leader, they have read and accept the data processing agreement in its entirety.

## **18. Confidentiality**

### **18.1. Customer data**

Each Customer is required to treat their Customer Data confidentially and to ensure that each third party, to which they grant access to a User Account, is subject to the same confidentiality obligations. Customers should be aware that when providing their "API key" to a third party, this is tantamount to giving that third-party full access to their User Account and Customer and Login Data.

### **18.2. Cooperation**

All information (including, but not limited to, all information of a financial, commercial, legal, tax, social, technical and organizational, business and commercial secrets, data relating to suppliers, clients and business partners, employee data, personal data, programs, source codes, computer programs, computer codes, modules, scripts, algorithms, features and modes of operation, inventions (patentable or not), processes, schematics, testing procedures, software design and architecture, design and function specifications) exchanged between the parties before the conclusion of a contract as well as during the duration of the contract must be considered confidential and treated by each party in the utmost discretion and therefore the recipient must more specifically:

- Use only confidential information for your personal account and in the strictest confidence.
- Not to use, reproduce or disclose the confidential information in any way or for any purpose other than the (possible) cooperation between the parties.
- Do not engage or allow others to engage in reverse engineering, disassembly or decompilation of any confidential information
- Not to gain any commercial advantage from confidential information

- Not to disclose confidential information of which they are aware, not to reveal it or make it available to any third party, without the express written permission of the disclosing party.
- Disclose such Confidential Information only to those employees who have a need to know such information in connection with the (possible) cooperation between the parties, and the Recipient certifies and warrants that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions substantially similar to the provisions applicable to the Recipient under these Terms & Conditions of Service.

The obligations, as determined in the previous paragraph, do not apply to the following information:

- Information that is publicly available, publicly disclosed and/or known to the general public at the time of its disclosure;
- Information that is obtained legally by the recipient, on a non-confidential basis, from any party other than the disclosing party, which is in turn not bound by any confidentiality with the disclosing party
- Information where disclosure/announcement is required by law or by a court or other government decision (of any kind). In such a case, the recipient will discuss with the disclosing party, prior to any disclosure/announcement, the extent and manner in which such disclosure/announcement will take place.

This confidentiality obligation applies during the course of the cooperation between the Parties and will continue for a period of five (5) years from the termination of the cooperation for any reason whatsoever. The disclosing party shall at all times remain the sole owner of its confidential information. Except as expressly provided, nothing in these Terms of Service or in the relationship between the Parties confers any right or interest in the Confidential Information on the recipient, nor is any implied license granted by these Terms of Service. However, this obligation of confidentiality does not imply that Q7Leader is not authorized to use and/or commercialize ideas, contributions, feedback received from Customer, which could be used to improve and/or develop the Application(s).

Notwithstanding the foregoing, the Client acknowledges that in the event that a non-disclosure agreement is signed between the parties, such non-disclosure agreement shall prevail.

## **19. Customer Support**

In case the Customer needs assistance or has a request regarding the Application(s), the Customer can contact the Q7Leader support service free of charge. Q7Leader's support service is available by e-mail (support@q7leader.com) and by telephone Monday to Friday from 9am to 5pm (CET), except on public holidays or compensation days for holidays falling on weekends.

Q7Leader's support service will do everything possible to help the Customer as soon as possible following the assistance request.

The Customer will bear the costs of complaints and/or unwarranted requests for information.

## **20. Availability, regular maintenance and updates**

Q7Leader offers its Customers the possibility to check the availability of the Application(s) at any time, live and in real time via its Website. In the event of problems with the availability of the Application(s), Q7Leader will make every effort to resolve the problem as quickly as possible, without any guarantee of any kind. In all cases and where applicable, Q7Leader shall be free to determine what is to be considered an adequate solution or compensation for its Customers in this regard.

Q7Leader wants to maintain the high quality of the Application(s) by regularly running updates and maintenance activities. Q7Leader is committed to minimising the impact of such maintenance and updates on the Application(s) availability but does not rule out any downtime in this regard. Under all circumstances, Q7Leader makes every effort to inform the Customer as soon as possible, unless it is impossible or unnecessary.

The above gives no reason to be compensated by Q7Leader.

## **21. Q7Leader Communication**

Customers may unsubscribe from Q7Leader's Communication at any time. As the Communication is considered an integral part of the Application(s), Customer shall not hold Q7Leader responsible for any changes of any kind that Customer would normally have been informed of by the Communication if Customer had not opted out.

## **22. Product Development**

Q7Leader constantly makes improvements to its products and reserves the right to modify them at any time for the benefit of its Clients. In such a case, Q7Leader will notify the Customer within a reasonable time by The Q7Leader Communication before making this change.

## **23. Force majeure/hardships**

Q7Leader is not liable for breaches of its obligations if the breach is due to a case of force majeure or hardship. The usual events of force majeure or hardships include: all circumstances that, at the time of the contract, were reasonably unpredictable and unavoidable, and which prevent Q7Leader from executing the contract, or which would make it more difficult to execute the contract, financially or otherwise, than would normally be the case (including, but not limited to, war, natural disasters, fires, seizures, delays or bankruptcy of third parties hired by Q7Leader, understaffing, strikes, organisational circumstances and threats or acts of terrorism).

The above situations give Q7Leader the right to review and/or suspend the agreement by simple written notification to the Customer, without being required to pay compensation. If the case of force majeure and/or tests lasts more than 2 months, Q7Leader will be entitled to terminate the contract (see Article 15).

## **24. Compensation**

In accordance with the provisions of the Belgian financial security law of 15 December 2004, the parties agree that in their reciprocal relationship, from the beginning of the contract between Q7Leader and the Client, any current existing debts as well as any future debts will always be compensated automatically and ipso jure, regardless of their maturity date, their objective or the currency in which they were expressed. In the case of competing creditors, the other party's claim for the party's negotiation with competing creditors will always be limited to what remains after the compensation of the amounts payable and the permanent compensation will produce in in any case its legal effects against the trustee and the remaining creditors, who cannot themselves protest or oppose any aforementioned compensation or a comparison of debts made by the parties.

## **25. Applicable law and jurisdiction**

Questions, issues and disputes concerning the validity, interpretation, application, performance or termination of this contract shall be governed and interpreted in accordance with Belgian law. Any dispute concerning the validity, interpretation, performance, application or termination of this agreement shall be subject to the exclusive jurisdiction of the courts where Q7Leader has its registered office.

Latest update: Aug 27, 2024